Before Starting the Project Application

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember

- Additional training resources can be found on the HUD Exchange at https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/
 Program policy questions and problems related to completing the application in e-snaps may be directed to HUD via the HUD Exchange Ask A Question.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM) in order to apply for funding under the Fiscal Year (FY) 2017 Continuum of Care (CoC) Program Competition. For more information see FY 2017 CoC Program Competition NOFA.

- To ensure that applications are considered for funding, applicants should read all sections of the FY 2017 CoC Program NOFA and the FY 2016 General Section NOFA.

- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with onscreen text and the hide/show instructions found on each individual screen.

- Before starting the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps.

- Carefully review each question in the Project Application. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant. Data from the FY 2016 Project Application will be imported into the FY 2017 Project Application; however, applicants will be required to review all fields for accuracy and to update information that may have been adjusted through the FY 2016 post award process or a grant agreement amendment. Data entered in the post award and amendment forms in e-snaps will not be imported into the project application.

- Expiring Shelter Plus Care projects requesting renewal funding for the first time under 24 CFR part 578, and rental assistance projects can only request the number of units and unit size as approved in the final HUD-approved Grant Inventory Worksheet (GIW).

as approved in the final HUD-approved Grant Inventory Worksheet (GIW).

- Expiring Supportive Housing Projects requesting renewal funding for the first time under 24 CFR part 578, transitional housing, permanent supportive housing with leasing, rapid re-housing, supportive services only, renewing safe havens, and HMIS can only request the Annual Renewal Amount (ARA) that appears on the CoC's HUD-approved GIW. If the ARA is reduced through the CoC's reallocation process, the final project funding request must reflect the reduced amount listed on the CoC's reallocation forms.

- HUD reserves the right to reduce or reject any renewal project that fails to adhere to 24 CFR part 578 and the application requirements set forth in the FY 2017 CoC Program Competition NOFA.

1A. SF-424 Application Type

1. Type of Submission: Application

2. Type of Application: Renewal Project Application

If "Revision", select appropriate letter(s):

If "Other", specify:

3. Date Received: 09/01/2017

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: FL0317

This is the first 6 digits of the Grant Number, known as the PIN, that will also be indicated on Screen 3A Project Detail. This number must match the first 6 digits of the grant number on the HUD approved Grant Inventory Worksheet (GIW).

Check to confrim that the Federal Award Identifier has been updated to reflect the most recently awarded grant number

6. Date Received by State:

7. State Application Identifier:

1B. SF-424 Legal Applicant

8. Applicant

a. Legal Name: Lee County Board of County Commissioners

b. Employer/Taxpayer Identification Number 59-6000702

(EIN/TIN):

c. Organizational DUNS:	013461611	PLUS 4		
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d. Address

Street 1: 2440 Thompson Street

Street 2:

City: Fort Myers

County: Lee

State: Florida

Country: United States

Zip / Postal Code: 33901

e. Organizational Unit (optional)

Department Name: Human and Veteran Services

Division Name:

f. Name and contact information of person to

рe

contacted on matters involving this

application

Prefix: Mrs.

First Name: Jeannie

Middle Name:

Last Name: Sutton

Suffix:

Title: Grants Coordinator

Organizational Affiliation: Lee County Board of County Commissioners

Telephone Number: (239) 533-7958

Renewal Project Application FY2017	Page 3	09/15/2017
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Extension:

Fax Number: (239) 533-7960

Email: jsutton@leegov.com

1C. SF-424 Application Details

9. Type of Applicant: B. County Government

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance CoC Program

Title:

CFDA Number: 14.267

12. Funding Opportunity Number: FR-6100-N-25

Title: Continuum of Care Homeless Assistance

Competition

13. Competition Identification Number:

Title:

1D. SF-424 Congressional District(s)

14. Area(s) affected by the project (State(s) Florida

(for multiple selections hold CTRL key)

15. Descriptive Title of Applicant's Project: CASL Broadway

16. Congressional District(s):

a. Applicant: FL-019

(for multiple selections hold CTRL key)

b. Project: FL-019

(for multiple selections hold CTRL key)

17. Proposed Project

a. Start Date: 06/01/2018

b. End Date: 05/31/2019

18. Estimated Funding (\$)

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. Total:

1E. SF-424 Compliance

- 19. Is the Application Subject to Review By b. Program is subject to E.O. 12372 but has not State Executive Order 12372 Process? been selected by the State for review.
- If "YES", enter the date this application was made available to the State for review:
- 20. Is the Applicant delinquent on any Federal No

If "YES," provide an explanation:

1F. SF-424 Declaration

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

I AGREE: X

21. Authorized Representative

Prefix: Commissioner

First Name: John

Middle Name:

Last Name: Manning

Suffix:

Title: Chair, Board of County Commissioners

Telephone Number: (239) 533-2224

(Format: 123-456-7890)

Fax Number: (239) 485-2155

(Format: 123-456-7890)

Email: dist1@leegov.com

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 09/01/2017

1G. HUD 2880

Applicant/Recipient Disclosure/Update Report - Form 2880 U.S. Department of Housing and Urban Development OMB Approval No. 2510-0011 (exp.11/30/2018)

Applicant/Recipient Information

1. Applicant/Recipient Name, Address, and Phone

Agency Legal Name: Lee County Board of County Commissioners

Prefix:

First Name: John

Middle Name:

Last Name: Manning

Suffix:

Title: Chair, Board of County Commissioners

Organizational Affiliation: Lee County Board of County Commissioners

Telephone Number: (239) 533-2224

Extension:

Email: dist1@leegov.com

City: Fort Myers

County: Lee

State: Florida

Country: United States

Zip/Postal Code: 33901

2. Employer ID Number (EIN): 59-6000702

3. HUD Program: Continuum of Care Program

4. Amount of HUD Assistance \$13,354.00

Requested/Received:

(Requested amounts will be automatically entered within applications)

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5. State the name and location (street CASL Broadway 2440 Thompson Street Fort address, city and state) of the project or activity:

Refer to project name, addresses and CoC Project Identifying Number (PIN) entered into the attached project application.

Part I Threshold Determinations

1. Are you applying for assistance for a Yes specific project or activity? (For further information, see 24 CFR Sec. 4.3).

2. Have you received or do you expect to Yes receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9.

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
See Attached	See Attached	\$0.00	See Attached

Part III Interested Parties

You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and

2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a	Social Security No.	Type of	Financi	ial Interest	Financial Interest
Renewal Project App	ication FY2017	Page 10		09	9/15/2017

reportable financial interest in the project or activity (For individuals, give the last name first)	or Employee ID No.	Participation	in Project/Activity (\$)	in Project/Activity (%)
See Attached	See Attached	See Attached	\$0.00	0%
				_

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

I AGREE: X

Name / Title of Authorized Official: John Manning, Chair, Board of County

Commissioners

09/15/2017

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 08/21/2017

Project: CASL Broadway 150184

1H. HUD 50070

HUD 50070 Certification for a Drug Free Workplace

Applicant Name: Lee County Board of County Commissioners

Program/Activity Receiving Federal Grant CoC Program Funding:

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

	I certify that the above named Applicant will or will continue to provide a drug-free workplace by:		
a.	Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.	e.	Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
b.	Establishing an on-going drug-free awareness program to inform employees (1) The dangers of drug abuse in the workplace (2) The Applicant's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	f.	Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
C.	Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;	g.	Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.
d.	Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;		

Sites for Work Performance.

The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.) Workplaces, including addresses, entered in the attached project application. Refer to addresses entered into the attached project application.

I hereby certify that all the information stated	
herein, as well as any information provided in	
the accompaniment herewith, is true and	

X	
	X

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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Authorized Representative

Prefix: Commissioner

First Name: John

Middle Name

Last Name: Manning

Suffix:

Title: Chair, Board of County Commissioners

Telephone Number: (239) 533-2224

(Format: 123-456-7890)

Fax Number: (239) 485-2155

(Format: 123-456-7890)

Email: dist1@leegov.com

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 09/01/2017

Project: CASL Broadway

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file

the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate:

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Applicant's Organization: Lee County Board of County Commissioners

Name / Title of Authorized Official: John Manning, Chair, Board of County

Commissioners

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 09/01/2017

1J. SF-LLL

DISCLOSURE OF LOBBYING ACTIVITIES Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. Approved by OMB0348-0046

HUD requires a new SF-LLL submitted with each annual CoC competition and completing this screen fulfills this requirement.

Answer "Yes" if your organization is engaged in lobbying associated with the CoC Program and answer the questions as they appear next on this screen. The requirement related to lobbying as explained in the SF-LLL instructions states: "The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action."

Answer "No" if your organization is NOT engaged in lobbying.

Does the recipient or subrecipient of this CoC Yes grant participate in federal lobbying activities (lobbying a federal administration or congress) in connection with the CoC Program?

1. Type of Federal Action: Grant

2. Status of Federal Action: Application

3. Report Type: Initial Filing

4. Name and Address of Reporting Entity: Prime

Refer to project name, addresses and contact information entered into the attached project application on screen 1B.

Congressional District, if known: FL-019

6. Federal Department/Agency: Department of Housing and Urban Development

7. Federal Program Name/Description and Continuum of Care (CoC) Program (14.267)

(CFDA Number):

8. Federal Action Number: FR-5900-N-18B

9. Award Amount: \$12,601.00

10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):

Bill Ferguson
The Ferguson Group, LLC
1130 Connecticut Ave NW, Suite 300

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Applicant: Ft Myers/Cape Coral/Lee County CoC

Project: CASL Broadway 150184

Washington, DC 20036

10b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):

N/A

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify that this information is true and complete.

Authorized Representative

Prefix: Commissioner

First Name: John

Middle Name:

Last Name: Manning

Suffix:

Title: Chair, Board of County Commissioners

Telephone Number: (239) 533-2224

(Format: 123-456-7890)

Fax Number: (239) 485-2155

(Format: 123-456-7890)

Email: dist1@leegov.com

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 09/01/2017

FL-603

Additional Information

Now that you have completed Part 1 of the application, please review Parts 2-7, which are in Read Only mode. Screen 3C, which is mandatory for all PH-PSH projects and screens 6D, 7A and 7B which are mandatory for all projects will be editable and must be answered prior to submission.

Once you are done reviewing, you will be guided to a "Submissions without Changes" screen. At this screen if you decide no edits or updates are required to any screens other than the mandatory questions for 3C and/or 6D,7A and 7B, you are allowed to submit the application without ever needing to edit the rest of the application. However, if you determine that changes need to be made to the application, we have given you the ability to open up individual screens for edit, instead of the entire application.

Once you select the screens you want to edit via checkboxes, you will click "Save", and those screens will be available for edit. An important reminder, once you make those selections and click "Save", you cannot uncheck those boxes. You are allowed to select additional boxes even after saving your initial selections. Again, you must click "Save" for those newly selected screens to be available for edit.

If your project is a First Time Renewal, your project will not be able to utilize the "Submit Without Changes" function. The Submissions Without Changes page will be automatically set to "Make Changes" and you will be required to input data into the application for all required fields relevant to the component type.

2A. Project Subrecipients

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the icon. To view or update subrecipient information already listed, select the view option.

Total Expected Sub-Awards: \$13,354

Organization	Туре	Туре	Sub- Awar d Amo unt
Community Assisted and Support Living Inc., dba	M. Nonprofit with 501C3 IRS Status	M. Nonprofit with 501C3 IRS Status	\$13,3 54

2A. Project Subrecipients Detail

a. Organization Name: Community Assisted and Support Living Inc., dba

Renaissance Manor

b. Organization Type: M. Nonprofit with 501C3 IRS Status

c. Employer or Tax Identification Number: 65-0869993

* d. Organizational DUNS: 940621519 PLUS 4

e. Physical Address

Street 1: One N. Tuttle Ave

Street 2: Suite 5

City: Sarasota

State: Florida

Zip Code: 34236

f. Congressional District(s): FL-019

(for multiple selections hold CTRL key)

g. Is the subrecipient a Faith-Based No Organization?

h. Has the subrecipient ever received a Yes federal grant, either directly from a federal agency or through a State/local agency?

i. Expected Sub-Award Amount: \$13,354

j. Contact Person

Prefix: Mr.

First Name: Julian
Middle Name: Scott

Last Name: Eller

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Suffix:

Title: CEO

E-mail Address: scott.eller@caslinc.org

Confirm E-mail Address: scott.eller@caslinc.org

Phone Number: 941-365-8645

Extension:

Fax Number:

Documentation of the subrecipient's nonprofit status is required with the submission of this application.

2B. Recipient Performance

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

- 1. Has the recipient successfully submitted Yes the APR on time for the most recently expired grant term related to this renewal project request?
- 2. Does the recipient have any unresolved No HUD Monitoring and/or OIG Audit findings concerning any previous grant term related to this renewal project request?
 - 3. Has the recipient maintained consistent Yes Quarterly Drawdowns for the most recent grant term related to this renewal project request?
 - 4. Have any Funds been recaptured by HUD No for the most recently expired grant term related to this renewal project request?

3A. Project Detail

1. Expiring Grant Number: FL0317

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

2a. CoC Number and Name: FL-603 - Ft Myers, Cape Coral/Lee County CoC

2b. CoC Collaborative Applicant Name: Lee County Board of County Commissioners

3. Project Name: CASL Broadway

4. Project Status: Standard

5. Component Type: PH

6. Does this project use one or more No properties that have been conveyed through the Title V process?

3B. Project Description

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. Provide a description that addresses the entire scope of the proposed project.

CASL's mission is to provide clean, safe, affordable housing to low income individuals with disabilities. CASL Broadway residences serve disabled populations that are largely designated with a severe and persistent mental health illness diagnosis (SPMI.) This target population finds it particularly difficult to maintain stability in many areas of their lives, and therefore, may be chronically homeless. This transient lifestyle is further de-stabilizing to those diagnosed as SPMI, who need stable housing, ongoing health care, nutrition and medications. CASL knows from experience this population can become integral productive members of the local community if provided the opportunity. Our properties offer clean, well maintained residential homes/apartments. We offer one on one assistance, advice and referral/linkage for appropriate services upon assessment of the basic needs of our residents through our case management. We believe that clients become stabilized through ongoing independent living, accessing community offerings/resources and by becoming integral members of the locale rather than utilizing acute care services. Our supportive housing program addresses chronic homelessness, independent living rehabilitation, provides special needs housing, integrates the residents into the community and addresses the challenges of affordable rental housing and the stigma attached to those identified as mentally ill. This program is central to our ability to assist clients in maintaining their independence. CASL currently offers homes in single and multi-family rental units, rents are based on the residents' ability to pay. It is imperative to note that until clients have stable housing and a postal address they are often unable to access benefits. CASL assists residents in becoming as fully independent as possible providing guidance and assistance in becoming self-sufficient. The proposed funding will enable CASL to provide much needed case management and supportive services to empower our clients to attack the issue of mental illness and homelessness. CASL homes include utilities, maintenance, furnishings, (including dishes, towels, sheets and toiletries), and individual case management / life skill services which help to direct the resident toward selfdetermination and independence. As a result our clients are able to utilize the community resources and case management that this program funds and to enjoy the services and amenities offered by the county while dramatically reducing the occurrence of homelessness, acute care or forensic systems.

2. Does your project have a specific Yes

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Applicant: Ft Myers/Cape Coral/Lee County CoC

FL-603 150184

Project: CASL Broadway

population focus?

2a. Please identify the specific population focus. (Select ALL that apply)

Chronic Homeless	х	Domestic Violence	х
Veterans		Substance Abuse	Х
Youth (under 25)	х	Mental Illness	х
Families with Children		HIV/AIDS	
		Other (Click 'Save' to update)	

Other:

3. Housing First

3a. Does the project quickly move Yes participants into permanent housing

3b. Does the project ensure that participants are not screened out based on the following items? Select all that apply.

	117	
Having too little or little income		X
Active or history of substance use		X
Having a criminal record with exceptions for state-mandated restrictions		X
History of victimization (e.g. domestic violence, sexual assault, childhood abuse)		X
None of the above		

3c. Does the project ensure that participants are not terminated from the program for the following reasons? Select all that apply.

Failure to participate in supportive services	x
Failure to make progress on a service plan	X
Loss of income or failure to improve income	x
Any other activity not covered in a lease agreement typically found for unassisted persons in the project's geographic area	X

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Applicant: Ft Myers/Cape Coral/Lee County CoC			
Project: CASL Broadway		150184	
None of the above			
3d. Does the project follow a "Housing First" approach?	Yes		

4. Does the PH project provide PSH or RRH? PSH

3C. Dedicated Plus

Dedicated and DedicatedPLUS

A "100% Dedicated" project is a permanent supportive housing project that commits 100% of its beds to chronically homeless individuals and families, according to NOFA Section III.3.b.

A "DedicatedPLUS" project is a permanent supportive housing project where 100% of the beds are dedicated to serve individuals with disabilities and families in which one adult or child has a disability, including unaccompanied homeless youth, that at a minimum, meet ONE of the following criteria according to NOFA Section III.3.d:

(1) experiencing chronic homelessness as defined in 24 CFR 578.3;

(2) residing in a transitional housing project that will be eliminated and meets the definition of chronically homeless in effect at the time in which the individual or family entered the transitional housing project;

(3) residing in a place not meant for human habitation, emergency shelter, or safe haven; but the individuals or families experiencing chronic homelessness as defined at 24 CFR 578.3 had been admitted and enrolled in a permanent housing project within the last year and were unable to maintain a housing placement;

(4) residing in transitional housing funded by a joint TH and PH-RRH component project and who were experiencing chronic homelessness as defined at 24 CFR 578.3 prior to entering the project:

(5) residing and has resided in a place not meant for human habitation, a safe haven, or emergency shelter for at least 12 months in the last three years, but has not done so on four separate occasions; or

(6) receiving assistance through a Department of Veterans Affairs(VA)-funded homeless assistance program and met one of the above criteria at initial intake to the VA's homeless assistance system.

A renewal project where 100 percent of the beds are dedicated in their current grant as described in NOFA Section III.A.3.b. must either become DedicatedPLUS or remain 100% Dedicated. If a renewal project currently has 100 percent of its beds dedicated to chronically homeless individuals and families and elects to become a DedicatedPLUS project, the project will be required to adhere to all fair housing requirements at 24 CFR 578.93. Any beds that the applicant identifies in this application as being dedicated to chronically homeless individuals and families in a DedicatedPLUS project must continue to operate in accordance with Section III.A.3.b. Beds are identified on Screen 4B.

1. Indicate whether the project is "100% DedicatedPLUS Dedicated", "DedicatedPLUS", or "N/A", according to the information provided above.

4A. Supportive Services for Participants

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. For all supportive services available to participants, indicate who will provide them and how often they will be provided.

Click 'Save' to update.

Supportive Services	Provider	Frequency	
Assessment of Service Needs	Applicant	As needed	
Assistance with Moving Costs	Applicant	As needed	
Case Management	Applicant	As needed	
Child Care	Non-Partner	As needed	
Education Services	Non-Partner	As needed	
Employment Assistance and Job Training	Partner	As needed	
Food	Partner	As needed	
Housing Search and Counseling Services	Applicant	As needed	
Legal Services	Non-Partner	As needed	
Life Skills Training	Applicant	As needed	
Mental Health Services	Partner	As needed	
Outpatient Health Services	Partner	As needed	
Outreach Services	Applicant	As needed	
Substance Abuse Treatment Services	Partner	As needed	
Transportation	Applicant	As needed	
Utility Deposits	Applicant	As needed	

- 2. Please identify whether the project includes the following activities:
- 2a. Transportation assistance to clients to Yes attend mainstream benefit appointments, employment training, or jobs?
- **2b. Use of a single application form for four** Yes or more mainstream programs?

2c. At least annual follow-ups with Yes participants to ensure mainstream benefits

Renewal Project Application FY2017	Page 28	09/15/2017
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are received and renewed?

3. Do project participants have access to Yes SSI/SSDI technical assistance provided by the applicant, a subrecipient, or partner agency?

3a. Has the staff person providing the Yes technical assistance completed SOAR training in the past 24 months.

4B. Housing Type and Location

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

The following list summarizes each housing site in the project. To add a housing site to the list, select the icon. To view or update a housing site already listed, select the icon.

Total Units: 3

Total Beds: 6

Total Dedicated CH Beds: 6

Housing Type	Units	Beds
Single family homes/townhou	3	6

4B. Housing Type and Location Detail

1. Housing Type: Single family homes/townhouses/duplexes

2. Indicate the maximum number of units and beds available for project participants at the selected housing site.

a. Units: 3b. Beds: 6

3. How many beds of the total beds in "2b. 6 Beds" are dedicated to the chronically homeless?

This includes both the "dedicated" and "prioritized" beds from previous competitions.

4. Address:

Street 1: 3821, 3827, 3845 Broadway Ave.

Street 2:

City: Fort Myers

State: Florida

ZIP Code: 33901

5. Select the geographic area(s) associated with the address: (for multiple selections hold CTRL Key)

120966 Ft Myers

5A. Project Participants - Households

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

Households	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Total Number of Households	0	3	0	3
Characteristics	Persons in Households with at Least One Adult and One Child	Adult Persons in Households without Children	Persons in Households with Only Children	Total
Adults over age 24	0	6		6
Adults ages 18-24	0	0		0
Accompanied Children under age 18	0		0	0
Unaccompanied Children under age 18			0	0
Total Persons	0	6	0	6

Click Save to automatically calculate totals

5B. Project Participants - Subpopulations

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

Persons in Households with at Least One Adult and One Child

Characteristics	Chronic ally Homeles s Non- Veterans	ally	ally Homeles s	ce Abuse	Persons with HIV/AID S	Severely Mentally III	Victims of Domesti c Violence	Physical Disabilit y	Disabilit	Persons not represen ted by listed subpopu lations
Adults over age 24										
Adults ages 18-24										
Children under age 18										
Total Persons	0	0	0	0	0	0	0	0	0	0

Persons in Households without Children

Characteristics	ally Homeles s Non-	Chronic ally Homeles s Veterans	ally Homeles s	Substan ce Abuse		Severely Mentally III	Victims of Domesti c Violence			Persons not represen ted by listed subpopu lations
Adults over age 24	6	0	0	0	0	0	0	0	0	0
Adults ages 18-24	0	0	0	0	0	0	0	0	0	0
Total Persons	6	0	0	0	0	0	0	0	0	0

Click Save to automatically calculate totals

Persons in Households with Only Children

Characteristics	Chronic ally Homeles s Non- Veterans	Chronic ally Homeles s Veterans	ally Homeles s	ce Abuse		Severely Mentally III		Diśabilit y		Persons not represen ted by listed subpopu lations
Accompanied Children under age 18										
Unaccompanied Children under age 18										
Total Persons	0			0	0	0	0	0	0	0

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5C. Outreach for Participants

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. Enter the percentage of project participants that will be coming from each of the following locations.

40%	Directly from the street or other locations not meant for human habitation.
60%	Directly from emergency shelters.
	Directly from safe havens.
0%	Persons fleeing domestic violence.
	Directly from transitional housing eliminated in the FY 2017 CoC Program Competition.
	Directly from the TH Portion of a Joint TH and PH-RRH Component project.
	Persons receiving services through a Department of Veterans Affairs(VA)-funded homeless assistance program.
100%	Total of above percentages

6A. Funding Request

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

- 1. Do any of the properties in this project Yes have an active restrictive covenant?
- 2. Was the original project awarded as either Yes a Samaritan Bonus or Permanent Housing Bonus project?
- 3. Does this project propose to allocate funds No according to an indirect cost rate?
 - 4. Renewal Grant Term: 1 Year
- 5. Select the costs for which funding is being requested:

Leased Units
Leased Structures
Rental Assistance
Supportive Services X
Operating X
HMIS

6D. Sources of Match

The following list summarizes the funds that will be used as Match for the project. To add a Matching source to the list, select the icon. To view or update a Matching source already listed, select the icon.

Summary for Match

Total Value of Cash Commitments:	\$0
Total Value of In-Kind Commitments:	\$3,339
Total Value of All Commitments:	\$3,339

1. Does this project generate program income No as described in 24 CFR 578.97 that will be used as Match for this grant?

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

Match	Туре	Source	Contributor	Date of Commitment	Value of Commitments
Yes	In-Kind	Private	Agency provided s	08/18/2017	\$3,339

Sources of Match Detail

1. Will this commitment be used towards Yes Match?

2. Type of Commitment: In-Kind

3. Type of Source: Private

4. Name the Source of the Commitment: Agency provided services

(Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 08/18/2017

6. Value of Written Commitment: \$3,339

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

6E. Summary Budget

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

The following information summarizes the funding request for the total term of the project. Budget amounts from the Leased Units, Rental Assistance, and Match screens have been automatically imported and cannot be edited. However, applicants must confirm and correct, if necessary, the total budget amounts for Leased Structures, Supportive Services, Operating, HMIS, and Admin. Budget amounts must reflect the most accurate project information according to the most recent project grant agreement or project grant agreement amendment, the CoC's final HUD-approved FY 2017 GIW or the project budget as reduced due to CoC reallocation. Please note that, new for FY 2017, there are no detailed budget screens for Leased Structures, Supportive Services, Operating, or HMIS costs. HUD expects the original details of past approved budgets for these costs to be the basis for future expenses. However, any reasonable and eligible costs within each CoC cost category can be expended and will be verified during a HUD monitoring.

Eligible Costs	Total Assistance Requested for 1 year Grant Term (Applicant)
1a. Leased Units	\$0
1b. Leased Structures	\$0
2. Rental Assistance	\$0
3. Supportive Services	\$10,000
4. Operating	\$2,601
5. HMIS	\$0
6. Sub-total Costs Requested	\$12,601
7. Admin (Up to 10%)	\$753
8. Total Assistance plus Admin Requested	\$13,354
9. Cash Match	\$0
10. In-Kind Match	\$3,339
11. Total Match	\$3,339
12. Total Budget	\$16,693

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7A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
Subrecipient Nonprofit Documentation	No	Nonprofit Documen	01/03/2014
2) Other Attachmenbt	No	Match Documentation	08/23/2017
3) Other Attachment	No	HUD 2880	09/01/2017

Attachment Details

Document Description: Nonprofit Documentation

Attachment Details

Document Description: Match Documentation

Attachment Details

Document Description: HUD 2880

7A. In-Kind Match MOU Attachment

Document Type	Required?	Document Description	Date Attached
In-Kind Match MOU	No	CFBHN Contract	08/22/2017

Attachment Details

Document Description: CFBHN Contract

7B. Certification

A. For all projects:

Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

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It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for Rental Assistance Projects:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For non-Rental Assistance Projects Only.

20-Year Operation Rule.

For applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

C. Explanation.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall provide an explanation.

Name of Authorized Certifying Official John Manning

Date: 09/01/2017

Title: Chair, Board of County Commissioners

Applicant Organization: Lee County Board of County Commissioners

PHA Number (For PHA Applicants Only):

I certify that I have been duly authorized by the applicant to submit this Applicant



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Certification and to ensure compliance. I am aware that any false, ficticious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).

Submission Without Changes

1. Are the requested renewal funds reduced No from the previous award as a result of reallocation?

2. Do you wish to submit this application Make changes without making changes? Please refer to the guidelines below to inform you of the requirements.

3. Specify which screens require changes by clicking the checkbox next to the name and then clicking the Save button.

Part 2- Recipient and Subrecipient Information	
2A. Subrecipients	
2B. Recipient Performance	
Part 3 - Project Information	
3A. Project Detail	Х
3B. Description	
3C. Dedicated Plus	X
Part 4 - Housing Services and HMIS	
4A. Services	
4B. Housing Type	
Part 5 - Participants and Outreach Information	
5A. Households	
5B. Subpopulations	
5C. Outreach	
Part 6 - Budget Information	
6A. Funding Request	

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6D. Match	X
6E. Summary Budget	
Part 7 - Attachment(s) & Certification	
7A. Attachment(s)	X
7A. In-Kind Match MOU Attachment	X
7B. Certification	Х

The applicant has selected "Make Changes" to Question 2 above. Please provide a brief description of the changes that will be made to the project information screens (bullets are appropriate):

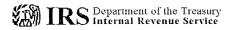
- 2A- Address has been updated
- 3A- Project Details updated PH project; standard application
- 3C- Project is dedicated plus
- 4A- Housing Search and Counseling service updated; staff are SOAR trained
- 4B- Beds and Clients Served changed from 8 to 6
- 5A- Project participants changed from 8 to 6
- 5B- Project participants changed from 8 to 6
- 6D- Source and date of Match Updated
- 7A- HUD 2880 and Match Contract attached

The applicant has selected "Make Changes". Once this screen is saved, the applicant will be prohibited from "unchecking" any box that has been checked regardless of whether a change to data on the corresponding screen will be made.

8B Submission Summary

Page	Last Updated		
1A. SF-424 Application Type	08/18/2017		
1B. SF-424 Legal Applicant	No Input Required		
1C. SF-424 Application Details	No Input Required		
1D. SF-424 Congressional District(s)	08/25/2017		
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1E. SF-424 Compliance	08/18/2017	
1F. SF-424 Declaration	08/18/2017	
1G. HUD-2880	08/18/2017	
1H. HUD-50070	08/18/2017	
1I. Cert. Lobbying	08/18/2017	
1J. SF-LLL	08/18/2017	
2A. Subrecipients	08/18/2017	
2B. Recipient Performance	08/18/2017	
3A. Project Detail	08/18/2017	
3B. Description	08/18/2017	
3C. Dedicated Plus	08/22/2017	
4A. Services	08/18/2017	
4B. Housing Type	08/18/2017	
5A. Households	08/18/2017	
5B. Subpopulations	No Input Required	
5C. Outreach	08/18/2017	
6A. Funding Request	08/18/2017	
6D. Match	08/23/2017	
6E. Summary Budget	No Input Required	
7A. Attachment(s)	08/22/2017	
7A. In-Kind Match MOU Attachment	08/22/2017	
7B. Certification	08/25/2017	
Submission Without Changes	08/22/2017	



OGDEN UT 84201-0038

In reply refer to: 0438186857 Mar. 28, 2012 LTR 4168C 0 65-0869993 000000 00

00032005

BODC: TE

COMMUNITY ASSISTED AND SUPPORTED LIVING INC 1401 16TH ST SARASOTA FL 34236-2519



035718

Employer Identification Number: 65-0869993

Person to Contact: Deb Bridgewater
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 19, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in JANUARY 1999.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0438186857 Mar. 28, 2012 LTR 4168C 0 65-0869993 000000 00 00032006

COMMUNITY ASSISTED AND SUPPORTED LIVING INC 1401 16TH ST SARASOTA FL 34236-2519

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Sharon Davies

Accounts Management I



OGDEN UT 84201-0038

035718.953275.0161.004 1 MB 0.404 536 - <u>Էլլլեսի լիի</u>ների գրույի լիլը անգունի ինչին իրը ու ու լինչին իր գրև էիի և



COMMUNITY ASSISTED AND SUPPORTED LIVING INC 1401 16TH ST SARASOTA FL 34236-2519

035718

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window. 0438186857

BODCD-TE

Use for payments

Letter Number:

LTR4168C

Letter Date

2012-03-28

Tax Period

000000

650869993

COMMUNITY ASSISTED AND SUPPORTED LIVING INC 1401 16TH ST SARASOTA FL 34236-2519

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038 Hadalalaldhaaallhadhaallalalal



August 18, 2017

Jeannie Sutton, Grants Coordinator Lee County Department of Human Services 2440 Thompson St. Fort Myers, FL 33901

Re: 2017 Match and Leverage

Dear Ms. Sutton,

Please accept this letter demonstrating the match and leverage to be provided by CASL for the CoC renewal application. Please note that our organization's primary mission is to serve persons who have developmental disabilities, mental illness, or are battling substance abuse.

Our list of leveraged and match funding is as follows:

CoC Project	Match	Туре	Leverage	Туре
Broadway	\$3,339	In-kind Agency Services (CFBHN)	\$3,400	In-Kind Agency Services
Broadway Expansion	\$13,495	In Kind Agency Services	\$0.00	NA
San Souci	\$13,454	In-kind Agency Services (CFBHN)	\$4,429	In-kind Agency Services
S+C 1	\$19,093	In-kind Agency Services (CFBHN)	\$8,376	In-kind Agency Services
S+C 2	\$18,200	In-Kind Agency Services (CFBHN)	\$8,422	In-kind Agency Services
TOTAL	\$67,581		\$24,627	

You requested additional information regarding how the Central Florida Behavioral Health Network (CFBHN) contract would be used as leverage for the project. CASL will be using the CFBHN contract to provide case management and client services that would otherwise be ineligible under various HUD contracts. By using these funds as leverage we will be able to provide to the clients, additional access to client services and treatment to supplement the case management and life skills that are funded under the Broadway application.

Sincerely,

Geoffrey Magon

Director of Grants and Development

Community Assisted & Supported Living, Inc.

Instructions. (See Public Reporting Statement and	l Privacy Act State	ment and detailed instru	ctions on page 2.)
Applicant/Recipient Information		her this is an Initial Report [or an Update Report
1. Applicant/Recipient Name, Address, and Phone (include area of	Social Security Number or Employer ID Number:		
Lee County Board of County Commissioners, Huma			
2440 Thompson St., Fort Myers, FL 33901			596000702
239-533-7930 3. HUD Program Name			4. Amount of HUD Assistance
Continuum of Care			Requested/Received
			\$1,877,789.00
 State the name and location (street address, City and State) of Lee County, FL 	the project or activity:		
Part I Threshold Determinations 1. Are you applying for assistance for a specific project or activity? terms do not include formula grants, such as public housing ope subsidy or CDBG block grants. (For further information see 24 4.3). ✓ Yes No	erating jurisdic CFR Sec. this ap Sep. 30	tion of the Department (HUD) olication, in excess of \$200,00 ol)? For further information, sees No.	
If you answered "No" to either question 1 or 2, Stop!	You do not need	to complete the remaind	der of this form.
However, you must sign the certification at the end of			
Part II Other Government Assistance Provid	ed or Requeste	d / Expected Source	s and Use of Funds.
Such assistance includes, but is not limited to, any grant, k		tee, insurance, payment, c	redit, or tax benefit. Expected Uses of the Funds
Department/State/Local Agency Name and Address	Type of Assistance	Requested/Provided	Expected Oses of the Fullus
See Attached.			
(Note: Use Additional pages if necessary.) Part III Interested Parties. You must disclose:			
 All developers, contractors, or consultants involved in the applic project or activity and any other person who has a financial interest in the project or a assistance (whichever is lower). 	ctivity for which the ass	sistance is sought that exceed	s \$50,000 or 10 percent of the
Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
See Attached.			
(Note: Use Additional pages if necessary.) Certification Warning: If you knowingly make a false statement on this form, y	you may be subject to d	sivil or criminal penalties unde	Section 1001 of Title 18 of the
United States Code. In addition, any person who knowingly and r disclosure, is subject to civil money penalty not to exceed \$10,000 l certify that this information is true and complete.	materially violates any i	required disclosures of informa	tion, including intentional non-
Signature:		Date: (mm/dd/yyyy)	
x John Marking		08/31/2017	
Approved as to Form for the Reliance of Lee County Only	LINDA D CLERK OF CI	OGGETT CUIT COURT	
Office of the County Attorney	Junsa X DEPUTY C	LERK	

Project Name	Applicant Name	Budget Amount	Project Type	Will project receive HUD assistance of \$200,000 in HUD FY 2017?
CASL Broadway	Lee County Board of County Commissioners	\$13,354	Renewal	No
CASL Broadway - Expansion	Lee County Board of County Commissioners	\$53,977	New	No
CASL S+C I	Lee County Board of County Commissioners	\$76,372	Renewal	No
CASL S+C II	Lee County Board of County Commissioners	\$72,800	Renewal	No
CASL Sans Souci	Lee County Board of County Commissioners	\$53,816	Renewal	No
The Salvation Army	Lee County Board of County Commissioners	\$1,291,074	Renewal	Yes; Form 2880 attached.
The Salvation Army - Expansion	Lee County Board of County Commissioners	\$99,663	New	No
Catholic Charities, Diocese of Venice, Inc.	Lee County Board of County Commissioners	\$144,489	New	No.
2017 CoC Planning Grant	Lee County Board of County Commissioners	\$72,244	New	No

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 12/31/2015)

Instructions. (See Public Reporting Statement	and Privacy	Act Stat	ement and detailed instru	ictions on page 2.)
Applicant/Recipient Information				
Applicant/Recipient Information Indicate whether this is an Initial Report 1. Applicant/Recipient Name, Address, and Phone (include area code):				
The Salvation Army, a Georgia Corporation, for Ft. Myers Area Command, FL			Social Security Number or Employer ID Number:	
10291 McGregor Blvd, Ft Myers, FL 33919 239-278-1551			58-0660607	
3. HUD Program Name	· · · · · · · · · · · · · · · · · · ·			Amount of HUD Assistance
Rapid Rehousing				Requested/Received 1,390,737.00
5. State the name and location (street address, City and Stat	e) of the project	t or activity:		1,000,707.00
The Salvation Army Area Command, 2400 Ediso	n Ave, Ft My	ers FL 3	3901	
subsidy or CDBG block grants. (For further information see 24 CFR Sec. this ap			ction of the Department (HUD) application, in excess of \$200,000 (0)? For further information, see Solution No.	
If you answered "No" to either question 1 or 2, St However, you must sign the certification at the er	op! You do nd of the rep	not need ort.	to complete the remaind	ler of this form.
Part II Other Government Assistance Prov	vided or Re	ateaune	d / Expected Sources	and los of Funda
	nt, Ioan, subsid	dv. guarar	itee insurance payment or	edit ortay banafit
Department/State/Local Agency Name and Address	Type of Ass	istance	Amount	Expected Uses of the Funds
Lee County Department of Human Services			Requested/Provided	
2440 Thompson St, Ft Myers 33901,	PFR Grant		\$53,000	Emergency Shelter
(Note: Use Additional pages if necessary.)	<u> </u>			
A CONTRACTOR MAN TO A CONTRACTOR AND A C				
 Part III Interested Parties. You must disclose: 1. All developers, contractors, or consultants involved in the approject or activity and 2. any other person who has a financial interest in the project cassistance (whichever is lower). Alphabetical list of all persons with a reportable financial interest. 	or activity for wh	nich the ass	sistance is sought that exceeds	ent, or implementation of the \$50,000 or 10 percent of the
in the project or activity (For individuals, give the last name firs		ecurity No. yee ID No.	Type of Participation in Project/Activity	Financial Interest in
		,,-	1 Tojessa Activity	Project/Activity (\$ and %)
(Note: Use Additional pages if necessary.)				
Certification				
Warning: If you knowingly make a false statement on this form United States Code. In addition, any person who knowingly an disclosure, is subject to civil money penalty not to exceed \$10,000 certify that this information is true and complete.			vil or criminal penalties under S equired disclosures of informati	Section 1001 of Title 18 of the on, including intentional non-
Signature:		·	Date: (mm/dd/yyyy)	
x duche			08/15/2017	

Central Florida Behavioral Health Network, Inc. Subcontractor Agreement Amendment

THIS AMENDMENT, entered into by Central Florida Behavioral Health Network, Inc.
CONTRACTOR

Community Assisted and Supported Living, Inc. (CASL) SUBCONTRACTOR

Amends Contract number QB041-17 to:

- Replace SUBCONTRACT and exhibits.
- Add funding for FY 2017-2018
- 1. Pages 1 through 33, Subcontract, dated 01/05/2017, with all its exhibits are hereby deleted in their entirety and pages 1 through 39, Subcontract dated 07/01/2017, with all its exhibits are inserted in lieu thereof and attached hereto.

This amendment shall begin on July 1, 2017 or the date on which the amendment has been signed by both parties, whichever is later.

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.

THE PARTIES HERETO by and through their duly authorized representatives, whose signatures appear below, have caused this amendment to be executed.

ACTOR	SUBCONTRACTOR	
	Community Assisted and Supported Living, Inc. (CASL)	
d-by.	Approved by: J. Son HEller	
MAN DA ON	5 Witness: MAC BRAZ	
7.51.17	Date: 06/29/17	
	ACTOR Florida Behavioral Health Inc. Ad-by: 7.51.	Florida Behavioral Health Community Assisted and Supported Living, Inc. (CASL) Approved by: Witness: T. S. L. D. Approved by: T. S. L. D. T.

SUBCONTRACT BETWEEN

CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK, INC.

AND

COMMUNITY ASSISTED AND SUPPORTED LIVING, INC. (CASL)

Subcontract Number: QB041-17

Date: 07/01/2017

THIS SUBCONTRACT "Subcontract" is entered into by and between CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK, INC., hereinafter referred to as the "Managing Entity" or "CFBHN" and Community Assisted and Supported Living, Inc., hereinafter referred to as the "Subcontractor", for the provision of Substance Abuse and Mental Health services in accordance with those provisions and conditions described in the Master Contract # QD1A9 as amended (The Master Contract includes the Standard Contract, Attachments, Exhibits, and any documents incorporated by reference) between Central Florida Behavioral Health Network, Inc. and the Department of Children and Families, Suncoast Region, hereinafter referred to as the "Department" or "DCF", for Fiscal Years 2015-2016 through 2019-2020, included herein as Attachment I. Subcontractor agrees that Managing Entity may designate a point of contact that Subcontractor is responsible to coordinate and communicate events with throughout this Agreement (hereafter "Contract Manager").

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

A. Services to be Provided

The Subcontractor is responsible for the administration and provision of programs and services for adults and/or youth from within the Suncoast region (Circuit 10 is incorporated within the Suncoast region reference).

Specific Subcontractor obligations under this Subcontract require that the Subcontractor:

- Shall be knowledgeable of and fully comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that are referenced in this Subcontract.
- 2. Shall notify the Subcontractor's contract manager, by electronic mail, a minimum of thirty (30) days prior to the closure of any DCF funded program(s).
- 3. Shall ensure that the location of Subcontractor's services and the days and times where services are being provided will be as specified pursuant to 65E-14.021(5)(e)c.I. of the Florida Administrative Code (F.A.C.). The Subcontractor shall notify the Contract Manager, in writing, of any changes in locations, days, and/or times where services are being provided pursuant to 65E-14.021(5)(e)(c) F.A.C, thirty (30) days prior to any changes. The Subcontractor shall, within five (5) business days, submit written notification by electronic mail to their Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor:

Version 9 07/01/2017 1 QB041-17

- I. Chief Executive Officer (CEO)
- II. Chief Operations Officer (COO)
- III. Chief Financial Officer (CFO)
- IV. Chief Information Technology Officer (CITO) or
- V. Any other equivalent position within the Subcontractor's Organizational chart.
- 4. The Subcontractor will secure and maintain all necessary authority and licenses to provide the services allowable within the covered services for which the Managing Entity shall be invoiced and to provide those services for the rates specified on the Covered Services Funding Tool which is incorporated by reference.
- 5. Shall comply with the staffing qualifications and requirements (including background screening), required by this Subcontract and as required by applicable law, rule, or regulations, including without limitation, the regulations of the Department. Subcontractor shall comply with the E-Verify clause as subject to the same requirements as the Managing Entity.

Subcontractor shall provide employment screening for all mental health personnel and all chief executive officers, owners, directors, and chief financial officers of Subcontractor using the standards for Level II screening set forth in Chapter 435, and section 408.809 Florida Statutes (F.S.), except as otherwise specified in sections 394.4572(1)(b)-(c), F.S. For the purposes of this Subcontract, "mental health personnel" includes all program directors, professional clinicians, staff members, and volunteers working in public or private mental health programs and facilities who have direct contact with individuals held for examination or admitted for mental health treatment.

Subcontractor shall provide employment screening for substance abuse personnel using the standards set forth in Chapter 397, F.S. This includes all chief executive officers, owners, directors, and chief financial officers of Subcontractors and all Subcontractor personnel who have direct contact with children receiving services or with adults who are developmentally disabled receiving services.

- 6. Shall ensure that all persons served under this Subcontract are eligible, that services provided are allowable and that documentation is consistent with and maintained in accordance with the conditions of Attachment I including, where applicable, verification that the services provided cannot be paid for through Medicaid.
- 7. Shall ensure that if the Subcontractor receives substance abuse funding or mental health co-occurring designated funding, it will use the "American Society of Addiction Medicine, Patient Placement Criteria for the Treatment of Substance Related Disorders; second edition-revised July 10, 2006," (ASAM PPC-2) or the latest revised edition thereof Florida Supplement, for assessing and placing clients receiving substance abuse treatment services.
- 8. Shall comply with the Temporary Assistance to Needy Families (TANF) Program Guidelines, which are herein incorporated by reference in Guidance Document 17 and may be found at: http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities/2017-contract-docs if receiving TANF funding.

- 9. Shall comply with procedures for Missing Children outlined in Rule 65C-30.019, F.A.C., Rule 65C-29.013, F.A.C., and in Children and Families Operating Procedure (CFOP) 175-85, entitled "Prevention, Reporting, and Services to Missing Children" for all subcontracts which involve case management or other family services for children in out-of-home placements, children's mental health, children's substance abuse, developmentally disabled children, or other situations where the care of the child is assigned to the Department or the Subcontractor.
- 10. Shall 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 Subcontract will be used to transport clients. Subcontractor shall comply with the provisions of CFOP 40-5 if public funds provided under this Subcontract will be used to purchase vehicles that will be used to transport clients.
- 11. Shall request approval, by electronic mail, from the contract manager to subcontract for primary services by June 1st of each fiscal year. For Subcontracts beginning after July 1st of each fiscal year, the Subcontractor shall request approval to subcontract for primary services from the Contract Manager by electronic mail, at least thirty (30) days prior to the subcontractor's start date. All requests to subcontract services must be approved prior to invoicing for subcontracted services.
- 12. Shall make available, either directly or by arrangement with others, tuberculosis services to include counseling, testing, and referral for evaluation and treatment.
- 13. Shall participate in the development and implementation of an evidence—based screening and assessment instrument.
- 14. Shall comply with guidelines for Family Intervention Specialist (FIS) /Motivational Support Specialist (MSS), if the Subcontractor receives funding to support Family Intervention Services. The Subcontractor will notify their CFBHN program manager, by electronic mail, of any changes in FIS/MSS personnel within ten (10) business days.
- 15. Shall comply with Subparts I and II of Part B of Title XIX of the Public Health Service Act, sections 42 United States Code (U.S.C.) 300x-21 et seq. (as approved September 22, 2000) and the Health and Human Services (HHS) Block Grant regulations (45 Code of Federal Regulations (CFR) Part 96) if the Subcontractor receives federal block grant funds from the Substance Abuse Prevention and Treatment or Community Mental Health Block Grants. No federal funds received in connection with this Subcontract may be used by the Subcontractor, or agent acting for the Subcontractor, to influence legislation or appropriations pending before the Congress or any State legislature.
- **16.** Shall comply with the Pro-Children Act of 1994 (Certification Regarding Environmental Tobacco Smoke) (20 U.S.C. 6081).
- 17. Shall provide behavioral health services to the target population and shall collect fees from the parent or legal guardian of the child or adolescent receiving services in-accordance with 65E-14.018. The fees shall be based on a sliding fee scale for

families whose net family income is at or above 150 percent of the Federal Poverty Income Guidelines in accordance with 65E-14.018(2)(b). Fees collected from families shall be retained in the service district and used for expanding child and adolescent mental health treatment services through the reduction of the units billed to the Managing Entity.

- 18. Shall document recruitment plans designed to maintain as much as possible staff with the ethnic and racial composition of the clients served.
- 19. Shall enter clients into the DCF web-based waitlist and will submit to the Managing Entity staff the capacity list if the Subcontractor receives state-funded behavioral health services. The process for reporting is outlined in the waitlist training (which must be completed annually) and in DCF Pamphlet 155-2 Chapter 12. The wait list will reflect:
 - a. The number of individuals waiting for access to the recommended service or program;
 - b. The length of time each individual has been on the waiting list; and
 - c. The interim services provided to the individual.
- 20. Shall comply with all DCF Pamphlet 155-2 requirements, with special attention to Appendix 2, (Modifier Codes and Definitions) when reporting client-specific events and non-client specific service events.
- 21. Shall ensure that if Subcontractor receives Indigent Drug Program funding, all funds allocated for use of purchasing psychotropic medications, or medications used to treat addictions, or medications accessed through a line of credit from the Indigent Drug Program (IDP) are used for individuals who meet any of the specified criteria identified in Attachment I (Master Contract) and Guidance Document 13.
- 22. Shall comply with the provisions outlined in the Regional Operating Procedure (ROP), "Suncoast Region Adult Mental Health Operating Procedure for Forensic Services," and Guidance Documents 6 and 7 if the Subcontractor is required to serve the Forensic population. The latest version of the Regional Operating Procedure can be found on the SharePoint site under Agency Shared Documents ▶ Contract and Budget Documents ▶ Attachments-Exhibits-Incorporated Documents.
- 23. Shall implement services and provide deliverables as set forth in **Guidance Document 15** and described in each approved and signed "Local Intended Use Application" which is a requirement of the Projects for Assistance in Transition from Homelessness (PATH) grant application if the Subcontractor receives funding through the PATH grant. Eligible PATH local matching funds must be expended in the provision of PATH eligible services to PATH eligible persons. The expenditures must match the types of services outlined in the Local Intended Use Plan. The formula to be followed is cited in Section 524 of the Public Health Service Act, as amended by Public Law 101-645.
- 24. Shall comply with the requirements of Attachment I and Guidance Document 12 if the Subcontractor serves non-Medicaid eligible children with mental health or substance-related disorders who are determined eligible for the Title XXI part of the KidCare Program.

- 25. Shall comply with the provisions outlined in the Florida Assertive Community Treatment (FACT) Regional Operating Procedures and Guidance Document 16 if the Subcontractor is required to serve the FACT population. The latest version of the Regional Operating Procedure can be found on the SharePoint site under Agency Shared Documents > Contract and Budget Documents > Attachments-Exhibits-Incorporated Documents.
- **26.** Shall follow the Department's Accounting Procedures Manual AMP7, Volume 6, for the administration of the personal property and funds of clients.
- 27. Shall comply with statutory requirements in section 429.075, F.S. and the requirements outlined in **Guidance Document 8**, in the provision of service for residents of assisted living facilities that have mental disorders who reside in a limited mental health licensed facility.
- 28. Shall protect data in the Substance Abuse and Mental Health Information System (SAMHIS) and in the Central Florida Health Data System (CFHDS) from accidental or intentional unauthorized disclosure, modification, or destruction by persons by ensuring that each SAMH user must have a unique personal identifier (i.e., DS number). The following security agreements and trainings shall be requested and completed prior to anyone accessing the SAMHIS/CFHDS: 1) Database Access Request Form; 2) the DCF Security Agreement Form (CF-114); 3) the online current year Security Awareness Training; 4) the online current year Health Insurance Portability and Accountability Act (HIPAA) Training or equivalent.
- 29. 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 Subcontractor shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The Subcontractor agrees to notify the Contract Manager by electronic mail 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 Subcontractor shall provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential departmental data provided in section 817.5681, F.S.
- 30. Shall report payer class data to the Department if Subcontractor has a facility designated as a public receiving or treatment facility under this Subcontract, unless such data are currently being submitted into SAMHIS. Public receiving or treatment facilities that do not submit data into SAMHIS shall report this data annually. The due date of the report is in accordance with Exhibit A.
- 31. Shall submit all required data (DCF, Medicaid, local match, and charity care) to the Managing Entity by the 10th calendar day of each month.
- 32. Shall ensure 95% of individuals needing treatment services will receive services, depending on the severity of individual need, within the following timeframes:
 - a. Emergent need: within six (6) hours of first contact

- i. An individual who is in imminent danger of harm to self or others, or who requires immediate access to services, must be directed to the most appropriate care, which may include: an emergency room, crisis stabilization unit, or detoxification services for evaluation and treatment, if indicated. Care is to be rendered within six (6) hours of first contact.
- b. Urgent need: within forty-eight (48) hours of first contact
 - i. An individual whose clinical situation is serious and is expected to deteriorate quickly if care is not provided; however, the situation does not require immediate attention and assessment, the individual is not a danger to self or others, and is able to cooperate in treatment. These individuals are to be seen within forty-eight (48) hours of first contact.
- e. Routine need: within ten (10) calendar days of first contact
 - i. First Contact to Assessment

Service requests for symptoms that do not meet the criteria for emergent or urgent, and do not substantially restrict an individual's activity, but could lead to significant impairment if left untreated, are to receive assessment services within three (3) calendar days (72 hours). This is mandatory for child welfare involved individuals.

ii. First Contact to First Treatment Appointment

Service requests for symptoms that do not restrict normal activity but could develop significant impairment if left untreated are to receive services within seven (7) calendar days. This is mandatory for child welfare involved individuals and persons discharged from acute care and residential level I and II.

- 33. Shall utilize the assigned means of data entry as appropriate to determine compliance with performance standards and outcomes in **Exhibit C Performance Measures**. The Managing Entity shall provide oversight to ensure that all network subcontractors submit all service related data for clients funded, in whole or in part, by SAMH funds, local match, or Medicaid.
- 34. Shall ensure 100% accuracy of documentation that the Department is payer of last resort (uncompensated care) as reported to Managing Entity.
- 35. Shall ensure that 100% of all billed units will be supported by a corresponding data unit submitted to Managing Entity. In addition, the Subcontractor agrees that 100% of all data units submitted to Managing Entity will have a documented entry in the client's file.
- 36. Shall participate in the Managing Entity's quality assurance and quality management activities, including: peer reviews, desk reviews (consisting of financial and service validations), critical incident reporting, evaluations, reviews of both individuals served and administrative records, and compliance with contract management requirements. The Subcontractor shall grant staff of the Managing Entity access to programmatic files, fiscal files, and individual served records for monitoring purposes. The purpose of the quality assurance monitoring shall be to objectively and systematically monitor and evaluate the appropriateness and quality of client care, to

ensure that services are rendered consistent with reasonable, prevailing professional standards, and to resolve identified problems. In addition, the Subcontractor shall grant access for the purpose of monitoring compliance with corrective action.

- 37. Shall submit all documentation according to the timeframes and procedures set forth in **Exhibit A Required Reports** and/or established by the Managing Entity that are necessary to support the Managing Entity's central reporting, contract management, monitoring, and invoicing responsibilities.
- 38. Shall submit to the Managing Entity their full accreditation and licensing reports and audit results as requested by the Managing Entity. This includes all reports and corrective action plans, pertaining to outside licensure, accreditation, or other funding entities.
- **39.** Shall acknowledge that as an independent contractor it is not covered by the State of Florida Risk Management Trust Fund for liability created by Section 284.30, F.S.

General liability insurance.

The Subcontractor shall obtain and provide proof to the Managing Entity of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire, and legal liability to cover Subcontractor and all of its employees.

The limits of the Subcontractor's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

The Subcontractor shall cause all of its subcontractors at all tiers who the Subcontractor reasonably determines to present a risk of significant loss to the Subcontractor, the Managing Entity, or the Department to obtain and provide proof to Subcontractor of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire, and legal liability covering the Subcontractor's subcontractors and all of their employees.

The limits of coverage for Subcontractor's subcontractors at all tiers shall be in such amounts as the Subcontractor reasonably determines to be sufficient to cover the risk of loss,

Automobile insurance.

If in the course of the performance of its duties under this Subcontract any officer, employee, or agent of the Subcontractor operates a motor vehicle, the Subcontractor shall obtain and provide proof to the Managing Entity of comprehensive automobile liability insurance coverage (unless a waiver is expressly agreed to in writing). The limits of the Subcontractor's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

If in the course of the performance of the duties of the Subcontractor's Subcontract, any officer, employee, or agent of the Subcontractor's subcontractor operates a motor vehicle, the Subcontractor shall cause the Subcontractor's subcontractor to obtain and

provide proof to Subcontractor and the Managing Entity of comprehensive automobile liability insurance coverage with the same limits.

Professional liability insurance.

The Subcontractor shall obtain and provide proof to the Managing Entity of professional liability insurance coverage, including errors and omissions coverage, to cover Subcontractor and all of its employees.

If in the course of the performance of the duties of the Subcontractor under this Subcontract any officer, employee, or agent of Subcontractor administers any prescriptive drug or medication or controlled substance, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover Subcontractor and all of its employees. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

If in the course of the performance of the duties of Subcontractor's Subcontract, any officer, employee, or agent of the Subcontractor's subcontractor provides any professional services or provides or administers any prescriptive drug or medication or controlled substance, the Subcontractor shall cause the Subcontractor's subcontractor to obtain and provide proof to the Subcontractor and to the Managing Entity of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all Subcontractor's subcontractor employees with the same limits.

Subcontractor insurance obligations.

The Managing Entity and the Department shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Subcontractor, or the Subcontractor's subcontractor providing the insurance.

All such insurance policies of the Subcontractor and its subcontractors shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A.M. Best (or an equivalent rating by a similar insurance rating firm) and shall name the Managing Entity and the Department as additional insured parties under the policy(ies). All such insurance policies of the Subcontractor and its subcontractors shall be primary to and not contributory with any similar insurance carried by the Managing Entity.

The Subcontractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming the Managing Entity and the Department as an additional insured or a form of additional insured endorsement that is acceptable to the Managing Entity in the reasonable exercise of its judgment. Subcontractor's professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, shall name the Managing Entity and the Department as additional insureds.

All such current insurance certificates will be submitted to the Contract Manager as insurance policies are renewed and submitted by June 30th of each year.

The requirements of this section shall be in addition to, and not in replacement of, the requirements of Section 4.5 of the Department's standard contract which shall be applicable to Subcontractor, but in the event of any inconsistency between the requirements of this Section and the requirements of the standard contract, the provisions of Section 4.5 shall prevail and control.

- 40. Shall comply with all confidentiality and non-disclosure requirements contained in Attachment I or required by applicable law, rule, or regulation. Further, each party shall not use or disclose to any unauthorized person any information relating to the business or affairs of the other party or of any qualified individual, except pursuant to the express written consent of the other party or the qualified individual, as applicable, by court order, or as required by law, rule, or regulation.
- 41. Shall provide deliverables, including reports and data as specified in the included Attachments and/or Exhibits, in accordance with the stated standard terms and conditions of this Subcontract. The failure to comply is considered a breach of contract as specified in the CFBHN Sanctions and Financial Penalties Policy and could result in denial of payment until acceptable deliverables are received.
- **42.** Shall comply with **CFR Part 200** Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and the Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/).

B. Special Provisions

- 1. Shall be responsible for meeting the outcomes and performance standards as defined in <u>Exhibit C Performance Measures</u>, or as otherwise required by applicable law, rule, or regulation. If outcomes are not met, technical assistance will be offered to include recommendations to assist Subcontractor in meeting outcomes. If Subcontractor is not in full compliance within an agreed upon time, the Subcontractor could be held to the CFBHN Sanctions and Financial Penalties Policy.
- 2. Shall ensure that it will establish a grievance procedure which applicants for, and recipients of, services may use to present grievances to the governing authority of the Subcontractor about services being provided under the Subcontractor contracts with the Subcontractor. If the grievances are not resolved at this level of authority, the Subcontractors will refer them to the Managing Entity. The Subcontractor will submit a copy of the grievance procedure to the Managing Entity as revisions occur.
- 3. Shall comply with procedures for Incident Reporting and Client Risk Prevention in accordance with the Regional Operating Procedure 215-4 and Children and Families Operating Procedure 215-6 and will submit all incident reports to the Managing Entity.

The Subcontractor agrees to acknowledge the following definitions:

a. Child Death. An individual less than 18 years of age whose life terminates while receiving services, during an investigation, or when it is known that a client died within thirty (30) days of discharge from any SAMH funded service(s).

- b. Adult Death. An individual 18 years old or older whose life terminates while receiving services, during an investigation, or when it is known that an adult died within thirty (30) days of discharge from any SAMH funded service(s).
- 4. Shall comply with Section 9.2. Emergency Preparedness Plan of the Master Contract (QD1A9). The Subcontractor will submit a copy of their disaster plan and will be responsible for implementing the plan in case of emergencies and/or disasters when notified by the Managing Entity.
- 5. Shall update and submit a revised Network Service Provider Catalogue of Care by June 1st of each year using the electronic template provided.
- 6. Shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Subcontract for a period of six (6) years after completion of this Subcontract or longer when required by law. In the event an audit is required by this Subcontract, 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 Subcontract.
- 7. Shall comply with requirements in the Tangible Property Requirements & Contract Provider Property Inventory Form and requirements of Guidance Document 2.
- 8. Shall submit all financial reports as required by 65E-014.003 as specified in **Exhibit A Required Reports**. Funds subcontracted through the Managing Entity will be listed on the actual *Revenue and Expenditure Report* as a separate item under State Revenue.
- 9. Shall submit to the Managing Entity either one hard copy or one electronic copy of the annual financial audit to include the required audit schedules as defined in 65E-14 The Subcontractor will state in the audit that Match requirements have been met for all subcontracts.
- 10. Shall participate in the Managing Entity's mandatory training events and optional trainings when financial availability affords the opportunity.
- 11. Shall demonstrate efforts to initiate and support local county implementation of the Medicaid Substance Abuse Local Match Program in order to expand community service capacity through draw down of federal funding.
- 12. It is recommended that the Subcontractor execute a Memorandum of Understanding (MOU) with the appropriate Federally Qualified Health Center within ninety (90) days of this Subcontract. Certification that MOU's have been executed shall be submitted to the Contract Manager on or before September 30 of each contract year. The MOU shall promote the integration of primary care services to the medically underserved and provide for innovative methods to expand capacity for behavioral health care services.
- 13. Shall maximize the use of state residents, state products, and other Florida-based businesses in fulfilling their contractual duties under this Subcontract.

- 14. Shall be knowledgeable of and shall ensure compliance with all applicable state and federal laws, policies, rules, and regulations that affect substance abuse and mental health contracting as found in Master Contract Exhibit A2.
- 15. Shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 219.473, F.S. Pursuant to section 287.135(5), F.S., the Department or the Managing Entity may immediately terminate this Subcontract for cause if the Subcontractor is found to have submitted a false certification or if the Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Subcontract.
- 16. Shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf and Hard-of-Hearing". If the Subcontractor or any of its subcontractors have fifteen (15) or more employees, they shall designate a single point-of-contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10. Subcontractor's employees and any of its subcontractor's employees who are direct service employees shall complete the most recent DCF Online Training course titled "Serving our Customers who are Deaf or Hard-of-Hearing" (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificates of completion, attach them to their Attestation of Understanding, and maintain them in their personnel file.
- 17. Managing Entity business associates must safeguard protected health information, and use and disclose the information only as permitted or required by the applicable provisions of 45 CFR Parts 160, 162, and 164 (collectively the HIPAA Requirements).

Business associates must appropriately safeguard the electronic protected health information they create, receive, maintain, or transmit. Downstream entities that work at the direction of or on behalf of the business associate and handle protected health information are also required to comply with the applicable HIPAA requirements in the same manner as the primary business associate. Business associates must obtain satisfactory assurances in the form of a written contract or other arrangement that a subcontractor will appropriately safeguard protected health information. The business associate will ensure that required breach notification procedures are followed. In the event of a breach, the business associate will notify the affected individuals, the Secretary of the Department of Health and Human Services (DHHS), Managing Entity, and if applicable, the media.

Subcontractor must give notice to Managing Entity of the involuntary or voluntary separation of any employee with access to the state's data system within twenty four (24) hours.

- 18. Applicable to Prevention Coalition and Prevention Service Subcontractors:

 Shall collaborate and participate in all mandatory prevention meetings and workgroups and will work with the coalition subcontractor to ensure prevention services are delivered in accordance with the local action plan.
- 19. Health Insurance Portability and Accountability Act

In compliance with 45 CFR Part 164.504(e), the Subcontractor shall comply with the provisions of Attachment V to this Subcontract, governing the safeguarding, use, and disclosure of Protected Health Information created, received, maintained, or transmitted by the Subcontractor or its subcontractors incidental to Subcontractor's performance of this Subcontract. The provisions of the foregoing Attachment supersede all other provisions of Attachment I regarding HIPAA compliance.

- 20. The Subcontractor is required to submit the following items when an invoice advance of funds is requested. The reports will be for the previous three (3) months and one (1) month following the issuance of the advance.
 - a. Board packets, to include financial packets
 - b. Accounts Receivable (AR)/Accounts Payable (AP) aging report
- 21. In respect to Master Contract Function 8, Disaster Planning and Response, Managing Entity is the designated Crisis Counseling Program (CCP) Network Service Provider in the counties where services are provided. As such, in accordance with the Project HOPE (Helping our People in Emergencies) disaster response contract, the Subcontractor agrees to contract with Managing Entity to provide authorized CCP services in accordance with CCP guidance. These services will be provided only in the event of a Presidential Major Disaster Declaration within the SunCoast Region and all services will be in accordance with the terms and conditions of any CCP grant award and approved by representatives of the State of Florida Department of Children and Families, Federal Emergency Management Agency (FEMA), and the Substance Abuse and Mental Health Services Administration (SAMHSA). Services contracted for and provided will be based upon the availability and functional capacity of the Subcontractor, which may be impacted depending on the scope of the disaster.

22. National Voter Registration Act

The Subcontractor shall comply with the National Voter Registration Act (NVRA) of 1993, Pub. L. 103-31 (1993), sections 97.021 and 97.058 F.S., and Rule 1S-2.048 F.A.C., in accordance with NVRA Guidance, which is incorporated herein by reference, may be located at:

http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities/2017-contract-docs

As a Voter Registration Agency (VRA), the Subcontractor must provide clients with an opportunity to register to vote or update their voter registration at the time of admission or change of address. This duty is incumbent on each Subcontractor. Compliance with this requirement shall include, but is not limited to, the following:

- a. The use of DS-DE77, incorporated herein by reference, at admission and change of address, is available at:
 - http://dos.myflorida.com/elections/forms-publications/forms/
- b. The Subcontractor shall report the aggregate activities by October 5th, January 5th, April 5th, and July 5th for each quarter to the appropriate contract manager. The report is incorporated by reference and is available in the NVRA folder at: https://cfnet.cfbhn.org/agency/Agency%20Shared%20Documents/Forms/AllItems.aspx
- 23. The Subcontractor shall act as a pass-through for the funds to the existing coalition, N/A, until such time as the coalition becomes a 501(c)3 and chooses to receive and manage the funds directly. The Subcontractor and N/A shall develop an MOU, detailing the responsibilities of each party. The Subcontractor will be the primary Subcontract holder and shall bear all responsibilities.

24. Medicaid Enrollment

All Subcontractors with funding in excess of \$500,000 annually shall be enrolled as a Medicaid provider. This process shall be initiated within ninety (90) days of Subcontract execution. A waiver of this requirement may be granted, in writing, by the Director of the Substance Abuse and Mental Health Program Office.

25. Family Intensive Treatment

- a. The Subcontractor agrees that when a family is enrolled into the FIT program all services (including acute care) will be made available through this Subcontract for the remainder of the contract period.
- b. The Subcontractor will comply with all requirements in this Subcontract, exhibits, and Guidance Document 18.

26. Moratorium

The Subcontractor shall notify the Contract Department (Contracts_Dept@cfbhn.org) and the CFBHN Directors (CFBHNDirectors@cfbhn.org), in writing, within twenty-four (24) hours of receiving notification that they have been placed on a moratorium.

27. Recovery Housing

The Subcontractor shall not refer any individuals to recovery residences that are not certified. This does not restrict a Subcontractor from serving people who live in one; however, Department funds should not be used to pay for rent in recovery residences that are not certified as provided in Section 397.487, F.S. The Subcontractor may refer individuals to a recovery residence that is owned and operated by a licensed service provider or a licensed service provider's wholly owned subsidiary.

C. Unaccredited Subcontractor Requirements

This section applies to subcontracted providers that are:

- Not accredited by a nationally-recognized organization (for example, the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO), CARF, or Council on Accreditation (COA)); and
- Contracted by CFBHN to provide direct service or prevention education to individuals and/or groups.

Unaccredited service providers that meet the definition above shall:

- 1. Ensure that they follow and meet the applicable standards of CARF for Unaccredited Providers as outlined in the <u>CARF Unaccredited Provider Workbook</u>.
- 2. Provide copies of the following items by August 31 to the Agency's SharePoint Exhibit A site (located at https://cfnet.cfbhn.org/agency/RDR/default.aspx) This includes:
 - a. Policies and written procedures on organization and client records
 - b. Written budget and fiscal policies, including internal controls
 - e. Documentation of competency-based training in health and safety for personnel both *upon hire* and *annually*. Uploaded documentation must include training records for all staff supported by CFBHN funds.
 - d. Documentation of personnel training that addresses competencies identified for each position. Uploaded documentation must include training records for all staff supported by CFBHN funds
 - e. Job descriptions of positions funded by CFBHN, including contract positions
 - f. Written procedures related to the verification of personnel backgrounds and credentials
 - g. Written emergency procedures and a copy of the form utilized to document tests of emergency procedures
 - h. Written procedures regarding critical incidents, including the most recent written analysis of critical incidents
 - i. Forms templates utilized to document self-inspections
 - j. Copies of current external inspection reports
 - k. Policies on the rights of persons served
 - 1. Policies and written procedure by which persons served may make a formal complaint, including current documentation of formal complaints, and a copy of the form utilized to document a complaint
 - m. IF APPLICABLE: Written procedures for managing funds of persons served
 - n. IF APPLICABLE: Written emergency procedures related to transportation services. This item applies only if transportation is funded by CFBHN.

D. Method of Payment

1. Managing Entity shall pay the Subcontractor for units of service, delivered in accordance with the terms and conditions of this Subcontract at the unit price listed

on the <u>Covered Services Funding Tool</u>, totaling \$2,183,301, subject to the availability of funding, as outlined below:

State Fiscal Year	Total Value of Contract
2015-2016	\$219,293
2016-2017	\$716,002
2017-2018	\$816,002
2018-2019	\$216,002
2019-2020	\$216,002
Total	\$2,183,301

The obligation to pay under this Subcontract is contingent upon an annual appropriation by the Florida Legislature. The release of these funds shall be subject to the availability of the funds and release of funds by the Department.

- 2. Managing Entity shall pay the Subcontractor up to pro-rata share (1/12) of the total FIT allocation at the unit price listed on the Covered Services Funding Tool. This pro-rata amount is contingent on the Subcontractor meeting the enrollment thresholds shown on Exhibit C Performance Measures. If the threshold is not met then the invoice payment will be reduced by the percentage difference of the threshold target and actual enrollment number. The Subcontractor will be allowed to present to Managing Entity any extenuating circumstances that caused the target threshold to not be met. The withheld amount will be reimbursed to the Subcontractor when the year to date threshold target is achieved.
- 3. The Subcontractor shall annually complete and submit the Department-approved Reporting Template 9: Local Match Calculation Form, which is incorporated herein by reference, within thirty (30) days of signing of the Subcontract and all amendments.
- 4. The Subcontractor shall request an electronic payment for services delivered on a monthly basis through the Contracting and Finance Exchange (CAFÉ) software within ten (10) days after the first day of the following month (or next business day if CFBHN is not open).
- 5. The Subcontractor shall participate in a Behavioral Health Fee that will be assessed at issuance of the Subcontractor reimbursement payment.
- 6. Managing Entity shall not be required to pay Subcontractor or other vendors if Managing Entity does not receive payment for the corresponding services and materials from its payment source. No funds shall be owed to the Subcontractor unless Managing Entity is paid by the Department for the services for which Subcontractor is requesting payment. Receipt of payment from the Department is an absolute precondition to any obligation by Managing Entity to pay Subcontractor. Managing Entity's contractual or other obligation to pay Subcontractor is expressly conditioned upon and limited to the payments by the Department to the Managing Entity for the services for which Subcontractor is requesting payment. Managing Entity may make partial payments to the extent it receives partial funding. In the event the acts or omissions of a Subcontractor are a cause, in whole or in part, of a payment source's failure to pay Managing Entity, then Managing Entity may elect to

apportion any payment received among Subcontractors or vendors whose acts are not a cause for non-payment. Subcontractors and vendors shall not be subject to non-payment for reasons other than Managing Entity's failure to receive its funding, unless the Subcontractor or vendor has failed to comply with a corrective action plan or they have been subjected to the CFBHN Sanctions and Financial Penalties policy.

E. Name and address of Payee:

Community Assisted and Supported Living, Inc. (CASL)

1 N. Tuttle Avenue, Suite 5 Sarasota, FL, 34237

F. Venue and Notices

It is hereby agreed by the parties that in the event that litigation by either party to this Subcontract becomes necessary that venue shall be proper in Hillsborough County, Florida. Any legal notice that is required under this Subcontract shall be in writing and sent by hand delivery, certified mail, return receipt requested, or any expedited delivery service that provides verification of delivery. Said notice shall be sent to the designated representative at the address contained in this section.

The contact information of the Subcontractor representative designated to receive all legal notices pertaining to this Subcontract is:

J. Scott Eller

Community Assisted and Supported Living, Inc. (CASL)

1 N. Tuttle Avenue, Suite 5 Sarasota, FL, 34237 (941) 365-8645 Scott, Eller@renaissancemanor.org

The name and address of the Managing Entity representative designated to receive all legal notices pertaining to this Subcontract is:

Linda McKinnon Central Florida Behavioral Health Network, Inc. 719 U.S. Highway 301 South Tampa, FL 33619

G. Compliance with Standard State Provisions

Subcontractor shall comply with any and all provisions applicable to Subcontractor as set out in the Attachment I and/or subsequently modified by amendments, which are incorporated into this Subcontract.

H. Mutual Indemnification

1. The Subcontractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Managing Entity, the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, costs, and expenses arising from or relating to an alleged act or omission by the

Subcontractor, its agents, employees, partners, or subcontractors, provided however that the Subcontractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Managing Entity or the Department.

Further, the Subcontractor shall, without exception, indemnify and hold harmless the Managing Entity and the Department, and their employees from any liability of any nature or kind whatsoever, including attorneys' fees, costs, and expenses arising out of, relating to, or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret, or intellectual property right. information technology used or accessed by the Subcontractor, or article manufactured or used by the Subcontractor, its officers, agents, or subcontractors in the performance of this Subcontract or delivered to the Managing Entity or the Department for the use of the Managing Entity or the Department, its employees, agents, or contractors, The Subcontractor may, at its option and expense, procure for the Managing Entity or Department, their employees, agents, or contractors, the right to continue use of, replace, or modify the product or article to render it non-infringing. If the Subcontractor is not reasonably able to modify or otherwise secure from the Managing Entity and the Department the right to continue using the product or article, the Subcontractor shall remove the product and refund the Managing Entity the amounts paid by in excess of a reasonable rental for past use. However, the Managing Entity and the Department shall not be liable for any royalties. The Subcontractor has no liability when such claim is solely and exclusively due to the Managing Entity's or the Department's alteration of the product or article or the Managing Entity's or the Department's misuse or modification of the Subcontractor's products or the Managing Entity's or the Department's operation or use of vendor's products in a manner not contemplated by this Subcontract. The Subcontractor shall provide prompt written notification to the Managing Entity and the Department of any claim of copyright, patent, or other infringement arising from the performance of this Subcontract.

Further, the Subcontractor shall protect, defend, and indemnify, including attorneys' fees, costs, and expenses, the Managing Entity and the Department for any and all claims and litigation (including litigation initiated by the Managing Entity or the Department) arising from or relating to Subcontractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Subcontractor's redaction, as provided for under Section M. Public Records.

The Subcontractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Managing Entity or the Department negligent shall excuse the provider of performance under this provision, in which case the Managing Entity or the Department shall have no obligation to reimburse the Subcontractor for the cost of their defense. If the Subcontractor is an agency or subdivision of the State, its obligation to indemnify, defend, and hold harmless the Department shall be to the extent permitted by law and without waiving the limits of sovereign immunity.

2. The Managing Entity shall be fully liable for the actions of its agents (except the Department and the Subcontractor and the Subcontractor's subcontractors, agents, officers, partners and employees shall not be considered Managing Entity's agents for purposes of this Section H), employees, partners, or subcontractors (except the

Subcontractor and its subcontractors, agents, officers, partners and employees shall not be considered Managing Entity's subcontractors for purposes of this Section H) and shall fully indemnify, defend, and hold harmless, the Subcontractor and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, costs, and expenses arising from or relating to an alleged act or omission by the Managing Entity, its agents, employees, partners, or subcontractors, provided however that the Managing Entity shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Subcontractor.

Further, the Managing Entity shall, without exception, indemnify and hold harmless the Subcontractor and its employees from any liability of any nature or kind whatsoever, including attorneys' fees, costs, and expenses arising out of, relating to or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret, or intellectual property right, information technology used or accessed by the Managing Entity, or article manufactured or used by the Managing Entity, its officers, agents, or subcontractors in the performance of this Subcontract or delivered to the Subcontractor for the use of the Subcontractor, its employees, agents, or contractors. The Managing Entity may, at its option and expense, procure for the Subcontractor, its employees, agents, or contractors, the right to continue use of, replace, or modify the product or article to render it non-infringing. If the Managing Entity is not reasonably able to modify or otherwise secure from the Subcontractor the right to continue using the product or article, the Managing Entity shall remove the product and refund the Subcontractor the amounts paid in excess of a reasonable rental for past use. However, the Subcontractor shall not be liable for any royalties. The Managing Entity has no liability when such claim is solely and exclusively due to the Subcontractor's alteration of the product or article or the Subcontractor's misuse or modification of the Managing Entity's products or the Subcontractor's operation or use of vendor's products in a manner not contemplated by this Subcontract. The Managing Entity shall provide prompt written notification to the Subcontractor of any claim of copyright, patent, or other infringement arising from the performance of this Subcontract.

Further, the Managing Entity shall protect, defend, and indemnify, including attorneys' fees, costs, and expenses, the Subcontractor for any and all claims and litigation (including litigation initiated by the Subcontractor) arising from or relating to Managing Entity's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Managing Entity's redaction.

The Managing Entity's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Subcontractor negligent shall excuse the Managing Entity of performance under this provision, in which case the Subcontractor shall have no obligation to reimburse the Managing Entity for the cost of their defense. If the Managing Entity is an agency or subdivision of the State, its obligation to indemnify, defend, and hold harmless the Subcontractor shall be to the extent permitted by law and without waiving the limits of sovereign immunity.

I. Independent Contractor, Assignments and Subcontractors

- 1. In performing its obligations under this Subcontract, the Subcontractor shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the Managing Entity or the Department. Neither the Subcontractor nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Managing Entity or the Department by virtue of this Subcontract.
- 2. The Subcontractor shall take such actions as may be necessary to ensure that it and each subcontractor of the Subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the Managing Entity or the State of Florida. The Managing Entity and the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Subcontractor, or its subcontractors or assignees. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Subcontractor, the Subcontractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Subcontractor.
- 3. The Subcontractor shall not assign or subcontract any portion of this Subcontract without the prior written approval of the Managing Entity, except when Subcontractor's subcontractors and a description to the subcontractor's work are described on an attachment to this Subcontract. No such approval shall obligate the Managing Entity for more than the total dollar amount stated in this Subcontract. All such assignments and subcontracts shall be subject to the conditions of this Subcontract and to any conditions Managing Entity deems necessary that are described in approval of the subcontract. The Subcontractor may not assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this Subcontract which right is not conditioned on full and faithful performance of the Subcontractor's duties hereunder. Any sublicense, subcontract, assignment, or transfer otherwise occurring without prior approval of the Managing Entity shall be null and void.
- 4. In the event the Managing Entity approves transfer of the Subcontractor's obligations, the Subcontractor remains responsible for all work performed and all expenses incurred in connection with this Subcontract. This Subcontract shall remain binding upon the lawful successors in interest of the Subcontractor and the Managing Entity.
- 5. To the extent permitted by Florida Law, and in compliance with paragraph 3. above, the Subcontractor is responsible for all work performed and for all commodities produced pursuant to this Subcontract whether actually furnished by the Subcontractor or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Managing Entity and the Department shall not be liable to any of Subcontractor's subcontractors in any way or for any reason relating to this Subcontract.

The Subcontractor shall include, in all subcontracts (at any tier) the substance of all clauses contained in the Master Contract that mention or describe Subcontract compliance.

J. Termination

- 1. <u>Termination at Will.</u> Either party may terminate this Subcontract upon at least thirty (30) days prior written notice to the other party.
- 2. <u>Termination for Lack of Funds.</u> The Managing Entity may terminate this Subcontract upon at least twenty-four (24) hours prior written notice to Subcontractor if Managing Entity has not received funds from the Department for the services for which Subcontractor is requesting payment or for any Services to be provided under this Subcontract.
- 3. <u>Termination for Cause.</u> The Managing Entity may terminate this Subcontract upon at least twenty-four (24) hours prior written notice to Subcontractor if Subcontractor breaches this Subcontract. The determination of breach shall be made by Managing Entity's Board of Directors. Breach includes, but is not limited to, any of the following events:
 - a. If Subcontractor is suspended or becomes disqualified from providing the services, found to be negligent or to have caused harm to a qualified individual, or otherwise is subject to disciplinary action which materially adversely affects the Subcontractor's ability to perform the services under this Subcontract.
 - b. If Subcontractor (or its officers or directors) is convicted of or pleads guilty, no contest, or otherwise admits to any crime involving a morally corrupt act or practice or any felony offense.
 - c. If the Subcontractor makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or has entered against it an order for any relief in any bankruptcy or insolvency proceeding or has an involuntary petition in bankruptcy or similar proceeding filed against it which has not been dismissed within one hundred twenty (120) days after the commencement thereof.
- 4. <u>Notice</u>. Notice of termination or breach shall be by certified mail, return receipt requested, by a state-wide courier or delivery service, or by personal delivery to the person designated in Section F.
- 5. Continuation of Services. The Managing Entity (Network Development and Clinical Services) shall work with the current Subcontractor prior to cancellation date to ensure all consumer needs are identified and appropriate placements and transportation needs has been arranged. The Subcontractor shall maintain communication with the Managing Entity on the process of transferring consumers until all consumers are placed.

K. Dispute Mediation

Any disputes concerning performance of this Subcontract that cannot be resolved informally shall be reduced to writing and delivered to the Chair of the Managing Entity's Board of Directors requesting resolution through Board action. When the Board action fails to resolve the dispute, the Managing Entity and Subcontractor shall seek independent mediation.

L. No Third-Party Beneficiaries

This contract is for the benefit of Central Florida Behavioral Health Network, Inc. and the Subcontractor. No third party is an intended beneficiary. No third party has any cause of action to enforce the terms of this Subcontract or a cause of action for damages due to its' breach.

M. Public Records

The Subcontractor shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Subcontractor in conjunction with this Subcontract except those public records which are made confidential by law and must be protected from disclosure. It is expressly understood that the Subcontractor's failure to comply with this provision shall constitute an immediate breach of this Subcontract for which the Managing Entity may unilaterally terminate this Subcontract.

- 1. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Subcontractor of trade secret (proprietary) confidentiality for any information contained in Subcontractor's documents (reports, deliverables, or work papers, etc., in paper or electronic form) submitted in connection with this Subcontract will be waived, unless the claimed confidential information is submitted in accordance with paragraph 2. below:
- 2. The Subcontractor must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Subcontractor shall include information correlating the nature of the claims to the particular protected information.
- 3. The Managing Entity, when required to comply with a public records request including documents submitted by the Subcontractor, may require the Subcontractor to expeditiously submit redacted copies of documents marked as trade secret in accordance with paragraph 2 (above). Accompanying the submission shall be an updated version of the justification under paragraph 2, above correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Subcontractor fails to promptly submit a redacted copy, the Managing Entity is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- 4. The Subcontractor shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

N. Inspections, Monitoring and Corrective Action

The Subcontractor shall permit all persons who are duly authorized by the Managing Entity or the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Subcontractor which are relevant to this Subcontract, and to interview any clients, employees, and Subcontractor employees of the Subcontractor to assure the Managing Entity or the Department of the satisfactory performance of the terms and conditions of this Subcontract.

The Subcontractor will submit progress reports and other information in such formats and at such times as may be prescribed in writing by the Managing Entity, cooperate in site visits and other on-site monitoring (including, but not limited to: access to sites, clients, staff, fiscal and client records and logs, and the provision of related information), submit reports on any monitoring of the program funded in whole or in part by the Managing Entity conducted by federal, state, or local governmental agencies or other funders, and if the Subcontractor receives accreditation reviews, each accreditation review must be submitted to the Managing Entity within ten (10) days after receipt by Subcontractor. All reports will be as detailed as may be reasonably requested by the Managing Entity and will be deemed incomplete if not satisfactory to the Managing Entity as determined in its sole reasonable discretion. All reports will contain the information, additional information, or be in the format as may be requested by the Managing Entity. If approved in writing by the Managing Entity, the Managing Entity may accept any report from another monitoring agency in lieu of reports customarily required by the Managing Entity.

Subcontractor must send Managing Entity results from all monitorings and audits within thirty (30) days of receipt of the results. If a sanction, finding, corrective action or any other unsatisfactory performance element is discovered from the monitoring, Subcontractor must send documentation detailing steps being taken to correct any deficiencies.

In the event of default, noncompliance, or violation of this Subcontract or unsatisfactory performance by the Subcontractor, its subcontractors, agents, consultants, or suppliers, as determined by the Managing Entity in its sole reasonable discretion, the Managing Entity may negotiate any acceptable remedy, provide additional training and assistance or, in its sole reasonable discretion and without any prior negotiation, impose in writing such sanctions as deemed appropriate. Such sanctions may include, but will not be limited to, withholding of payments, termination, or suspension of this Subcontract in whole or in part. In such event, the Managing Entity will notify the Subcontractor fourteen (14) calendar days in advance of the effective date of such sanction except where the Managing Entity determines that such sanction, withholding of funds, termination, or suspension should become effective at an earlier or later date in which event such sanction, withholding of funds, termination, or suspension will be effective as provided in the notice.

Nothing is this section limits the Managing Entity's termination rights in Section J.

O. Nondiscrimination and Whistleblowers

The Subcontractor represents that the Subcontractor is in compliance with all applicable federal, state, and local civil rights laws and laws that protect persons with disabilities.

Subcontractor will not, on the basis of race, color, national origin, religion, sex, age, disability, sexual identity, or marital status, or any other basis prohibited by law, unlawfully discriminate in any form or manner against Subcontractor's clients, applicants for services, or employees or applicants for employment. Further, the Subcontractor shall not 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 Parts 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 of Subcontractor's subcontractors or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

The Subcontractor and any of its subcontractors shall inform its' employees that they and other persons may file a complaint with the Office of the Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353 for violations of any Whistle-blower laws.

P. Drug-Free Workplace

Subcontractor will comply with the Drug-free Workplace Act, Section 440.101, F.S., and its following sections.

Q. Intellectual Property

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Subcontractor's performance under this Subcontract, and the performance of all of its' officers, agents, and subcontractors in relation to this Subcontract, are works for hire for the benefit of the Department, fully compensated for by the Subcontract amount, and that neither the Subcontractor nor any of its officers, agents, nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Subcontract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Subcontract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Subcontractor is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

1. If the Subcontractor uses or delivers to the Managing Entity or the Department for its use or the use of its employees, agents, or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed below as having specific limitations, the compensation paid pursuant to this Subcontract 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 Subcontract. For purposes of this provision, the term "use" shall include use by the Subcontractor during the term of this Subcontract and use by the Managing Entity or the Department, their employees, agents, or contractors during the term of this Subcontract and perpetually thereafter.

List of Items with Specific Limitations:

None

2. 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. Notwithstanding the foregoing provision, if the Subcontractor or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Managing Entity and the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted, or trademarked work products.

R. Employee Gifts

The Subcontractor shall not offer to give or give any gift to any Managing Entity or Department employee. As part of the consideration for this Subcontract, the parties intend that this provision will survive this Subcontract for a period of two (2) years. In addition to any other remedies available to the Managing Entity or the Department, any violation of this provision will result in referral of the Subcontractor's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Subcontractor's name on the suspended vendors list for an appropriate period. The Subcontractor shall ensure that its subcontractors, if any, comply with these provisions.

S. Data Security

The Subcontractor shall comply with the following data security requirements:

An appropriately skilled individual shall be identified by the Subcontractor to function as its' Data Security Officer. The Data Security Officer shall act as the liaison to the Managing Entity's and the Department's security staff and will maintain an appropriate level of data security for the information the Subcontractor is collecting or using in the performance of this Subcontract. An appropriate level of security includes approving and tracking all Subcontractor employees that request or have access to any Managing Entity or 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 Subcontractor employees or employees on leave for more than 30 days.

The Subcontractor shall provide the latest Managing Entity or Departmental security awareness training to its' staff and subcontractors who have access to Managing Entity or Departmental information.

All Subcontractor employees who have access to Managing Entity or Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the Department's Security Agreement form CF-0114 annually. A copy of CF-0114 may be obtained from the contract manager.

The Subcontractor 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 Subcontractor shall assure that unencrypted personal and confidential Managing Entity or Departmental data will not be stored on unencrypted storage devices. The Subcontractor shall require the same of all its subcontractors.

The Subcontractor shall notify their contract manager, by electronic mail, 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 Managing Entity or Departmental data. The Subcontractor shall require the same notification requirements of all its subcontractors.

The Subcontractor shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S. The Subcontractor shall require the same notification requirements of all its subcontractors. The Subcontractor shall also at its own cost implement measures deemed appropriate by the Managing Entity or Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Managing Entity or Departmental data.

T. Damages

Managing Entity damages for Subcontractor's breach or other nonperformance of this Subcontract or for Subcontractor's failure to implement or to make acceptable progress on a corrective action plan may include, but are not limited to, financial penalties imposed on the Managing Entity by the Department because of Subcontractor's act or omissions. Such damages caused by Subcontractor are called Subcontractor-caused Financial Damages in this Section. If the Department imposes Subcontractor-caused Financial Damages on the Managing Entity, Subcontractor shall pay the Managing Entity the amount of such Subcontractor-caused Financial Damages within 30 days of written notice by the Managing Entity to Subcontractor,

U. E-Verify

Pursuant to Executive Order 11-02 signed on January 4, 2011, the Subcontractor will use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its' employees and the Subcontractor's subcontractors' employees performing under this Subcontract.

V. Return of Funds

Subcontractor agrees to return to the Managing Entity any overpayments or funds disallowed pursuant to the terms and conditions of this Subcontract that were disbursed to the Subcontractor by the Managing Entity. In the event that the Subcontractor or its independent auditor discovers that an overpayment has been made, the Subcontractor shall repay said overpayment immediately without prior notification from the Managing Entity. In the event that the Managing Entity first discovers an overpayment has been made, the regional contract manager, on behalf of the Managing Entity, will notify the Subcontractor by letter of such findings. Should repayment not be made forthwith, the Subcontractor will be charged at the lawful rate of interest on the outstanding balance after Managing Entity notification or Subcontractor discovery. The Managing Entity is not required to conduct an audit prior to finding that the Subcontractor has misspent funds.

In addition to any other remedy, the Managing Entity may offset any misspent funds against any other funds due Subcontractor for previous or subsequent agreements. Repayments will be made by Subcontractor in accordance with the Managing Entity's instructions.

W. Block Grant Requirements

The Subcontractor agrees to comply with all of the following applicable requirements.

- 1. 42 C.F.R. part 2;
- 2. Provisions to monitor block grant requirements, and activities;
- 3. Sufficient detail on the invoice to capture, report, and test the validity of expenditures and service utilization:
- 4. For Subcontractors that receive SAPT block grant funding for the purpose of prevention, compliance with SAMHSA prevention strategies, and Institute of Medicine definitions;
- 5. Submit an invoice that includes the minimum data elements to satisfy the Department's application and reporting requirements; and
- 6. With state or federal requests for information related to the block grant, including maintenance of effort.

X. Charitable Choice

The Subcontractor agrees to comply with the SAMHSA Charitable Choice provisions and the implementing regulations of 42 C.F.R. Part 54a.

Y. Sponsorship and Publicity

The Subcontractor and partners shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Community Assisted and Supported Living, Inc. (CASL), Central Florida Behavioral Health Network, Inc., and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" and "Central Florida Behavioral Health Network, Inc." shall appear in the same size letters or type as the name of the organization.

Z. Effective and Ending Dates

This Subcontract shall begin on July 1, 2017, or on the date on which this Subcontract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Tampa, Florida, on June 30, 2020.

AA, Subcontract Renewal

This Subcontract may be renewed for a term not to exceed five (5) years or for the term of the original Subcontract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Managing Entity and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract and any subsequent amendments.

The following Standard Contract, Attachments, and Exhibits, or the latest revisions thereof, are incorporated herein and made a part of this Subcontract:

Standard Contract

Attachment I, Master Contract

Attachment II, Certification Regarding Lobbying

Attachment III, Contract Attachment for Financial and Compliance Audit

Attachment IV, Certificate Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion Contracts/Subcontracts

Attachment V, Protected Health Information

Attachment VI, Prevention Partnership Grant Application

Attachment VII, Original Department of Children and Families Contract (for subcontracts transferred to the Managing Entity)

Attachment VIII, Centralized Receiving Facility Response Exhibit C, Performance Measures

BB. The following Exhibits and references, or the latest revisions thereof, are incorporated by reference herein and made a part of this Subcontract:

Exhibit A

Exhibit A (of the Master Contract), Federal Requirements

Exhibit A₁, Required Documents and Reports

Exhibit A2, Suncoast Region Prevention Coalition Contract Deliverables

Exhibit B, Funding Detail

Exhibit D, Suncoast Region Implementation Collection Tool

Exhibit E, Family Intensive Treatment Services Monthly Progress Report

Exhibit F, Prevention Partnership Grant Program Framework

Exhibit G, Centralized Receiving System (CRS) Grant Project Status Report

The following documents and templates, or the latest revision thereof, are incorporated by reference herein and made a part of the Subcontract and can be found at:

http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities/2017-contract-docs

Guidance Documents:

- 1. Guidance Document 1. Evidence-Based Guidelines
- 2. Guidance Document 2. Tangible Property Requirements
- 3. Guidance Document 3. Managing Entity Expiration, Termination, and Transition Planning Requirements
- 4. Guidance Document 4. Care Coordination
- 5. Guidance Document 5. Residential Mental Health Treatment for Children and Adolescents
- 6. Guidance Document 6. Outpatient Forensic Mental Health Services
- 7. Guidance Document 7. Forensic and Civil Treatment Facility Admission and Discharge Processes
- 8. Guidance Document 8. Assisted Living Facilities with Limited Mental Health (ALF-

- LMH) Licensure
- 9. Guidance Document 9. Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR)
- 10. Guidance Document 10. Prevention Services
- 11. Guidance Document 11. Juvenile Incompetent to Proceed (JITP)
- 12. Guidance Document 12. Behavioral Health Network (BNet) Guidelines and Requirements
- 13. Guidance Document 13. Indigent Drug Program (IDP)
- 14. Guidance Document 14. Prevention Partnership Grants (PPG)
- 15. Guidance Document 15. Projects for Assistance to Transition from Homelessness (PATH)
- 16. Guidance Document 16. Florida Assertive Community Treatment (FACT) Handbook
- 17. Guidance Document 17. Temporary Assistance for Needy Families (TANF) Funding Guidance
- 18. Guidance Document 18. Family Intensive Treatment (FIT) Model Guidelines and Requirements
- 19. Guidance Document 19. Integration with Child Welfare
- 20. Guidance Document 20. Local Review Team
- 21. Guidance Document 21. Housing Coordination
- 22. Guidance Document 22. Federal Grant Financial Management Requirements
- 23. Guidance Document 23. Crisis Counseling Program
- 24. Guidance Document 24. Performance Outcomes Measurement Manual
- 25. Guidance Document 25. National Voter Registration Act Guidance
- 26. Guidance Document 26. Women's Special Funding, Substance Abuse Services for Pregnant Women and Mothers
- 27. Guidance Document 27. Central Receiving Systems Grant
- 28. Guidance Document 28. Forensic Multidisciplinary Team
- 29. Guidance Document 29. Transitional Voucher
- 30. Guidance Document 30. Partnership for Success
- 31. Guidance Document 31. Children's Mental Health System of Care (CMHSOC) Grant

Reporting Templates:

- 1. Reporting Template 1. Provider Tangible Property Inventory Form
- 2. Reporting Template 2. Managing Entity Substance Abuse and Mental Health Block Grant Reporting Template Overview and Instructions
- 3. Reporting Template 3. Narrative Report for the Substance Abuse and Mental Health Block Grant
- 4. Reporting Template 4. Managing Entity Annual Business Operations Plan
- 5. Reporting Template 5. ALF-LMH Forms
- 6. Reporting Template 6. BNet Participant Forms
- 7. Reporting Template 7. BNet Alternative Service Forms
- 8. Reporting Template 8. Item has been discontinued.
- 9. Reporting Template 9. Local Match Calculation Form
- 10. Reporting Template 10. Managing Entity Monthly Fixed Payment Invoice
- 11. Reporting Template 11. Managing Entity Monthly Progress Report
- 12, Reporting Template 12. Managing Entity Monthly Expenditure Report

- 13. Reporting Template 13. Managing Entity Monthly Carry Forward Expenditure Report
- 14. Reporting Template 14. Cost Allocation Plan
- 15. Reporting Template 15. Managing Entity Spending Plan for Carry Forward Report
- 16. Reporting Template 16. Women's Special Funding Data Reporting Template Instructions
- 17. Reporting Template 17. FIT Reporting Template
- 18. Reporting Template 18. Item has been discontinued.
- 19. Reporting Template 19. PFS Drug Epidemiology Network (DEN) Report
- 20. Reporting Template 20. CMHSOC Reporting Template

By signing this Subcontract, the parties agree that they have read and agree to the entire Subcontract. THE PARTIES HERETO by and through their dually authorized representatives, whose signatures appear below, have caused this Subcontract to be executed on the date and year below.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature:	Date:	0 5 [31] 7
Application or Contract ID Number:	QB041	
Name of Authorized Individual Application or Contro (CASL, INC.) Address of Organization IN Tuttle Avenue, #5, Sarasota, FL 34237	actor:Community Assi	sted and Supportive Living fine :

CF 1123

Effective July 2015

(CF-1123-1516)

Attachment IV

Contract No. QB041

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

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

INSTRUCTIONS

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

CERTIFICATION

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

CF 1125

Effective July 2015

(CF-1125-1516)

Exhibit B - Funding Detail

Provider Name Community Assisted and Supported Living, Inc. (formerly Renai Contract No. QB041-17

Activity	CF FY	Category	OCA	OCA Title	Contract Amount	ME Fee	Subcontract Amount
500000		100610	мнаоо	Managing Entity Services and Supports Provider Activity - Adult Mental Health	\$180,588	\$0	\$180,588
500000		100610	MHRM5	Mental Health Renaissance Manor 5	\$600,000	\$0	\$600,000
600000		100618	MSA00	Managing Entity Services and Supports Provider Activity - Adult Substance Abuse	\$35,414	\$0	\$35,414
		t	•		\$816,002	\$0	\$816,002

Performance Measures

To comply with the subcontract content requirement of Attachment I, Section B.3.c.(3), the Managing Entity shall incorporate the Network Service Provider Measures in Table 2 into each Network Service Provider subcontract, as appropriate to the services and target populations in each subcontract. The Managing Entity is not required to apply the Network Targets to each individual subcontract. Rather, the Managing Entity shall establish specific targets for each measure in each subcontract, sufficient to ensure the Network cumulatively reaches the specified Network Targets.

Na.	100 PM	Table 2 – Network Service Provider Measures					
refrei i		Target Population and Measure Description	Network Target				
Adult Com	muni	ty Mental Health					
MH003	a.	Average annual days worked for pay for adults with severe and persistent mental illness	N/A				
MH703	b.	Percent of adults with serious mental illness who are competitively employed					
MH742	c.	Percent of adults with severe and persistent mental illnesses who live in stable housing environment	90%				
MH743	d.	Percent of adults in forensic involvement who live in stable housing environment	N/A				
MH744	e.	Percent of adults in mental health crisis who live in stable housing environment	N/A				
CH001	f.	Average annual days worked for pay for adults with severe and persistent mental illness based on a quarterly review	N/A				
СН002	g,	Percent of adults with serious mental illness who are competitively employed based on a quarterly review	N/A				
DC001	h,	Percent of members who indicate that they would like a referral on the Quality of Life Self-Assessment, will receive an appropriate referral for services based on a quarterly review					
DC002	i.	Percent of members that complete the Quality of Life Self-Assessment will rate their overall quality of life as fair or greater based on a quarterly review	N/A				
Adult Subs	tance	Abuse					
SA753	a.	Percentage change in clients who are employed from admission to discharge	N/A				
SA754	b.	Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge	N/A				
SA755	c.	Percent of adults who successfully complete substance abuse treatment services	N/A				
SA756	d.	Percent of adults with substance abuse who live in a stable housing environment at the time of discharge	N/A				
Children's	Ment	al Health					
MH012	a.	Percent of school days seriously emotionally disturbed (SED) children attended	N/A				
MH377	b.	Percent of children with emotional disturbances (ED) who improve their level of functioning	N/A				
MH378	C.	Percent of children with serious emotional disturbances (SED) who improve their level of functioning	N/A				
MH778	d.	Percent of children with emotional disturbance (ED) who live in a stable housing environment	N/A				
MH779	e.	Percent of children with serious emotional disturbance (SED) who live in a stable housing environment	N/A				

Prepared By: CFBHN Last Update: July 1, 2017 QB041-17 July 1, 2017

y 1, 2017						
MH780	f.	Percent of children at risk of emotional disturbance (ED) who live in a stable housing environment	N/A			
Children's	Subst	ance Abuse				
SA725	a.	Percent of children who successfully complete substance abuse treatment services	N/A			
SA751	b.	Percent change in the number of children arrested 30 days prior to admission versus 30 days prior to discharge	N/A			
SA752	c.	Percent of children with substance abuse who live in a stable housing environment at the time of discharge	N/A			
Data Subm	rissior					
MHD95	a.	Percent of Mental Health consumers that shall be discharged within 210 days of the last service	95%			
MSD95	b.	Percent of Substance Abuse consumers (except Methadone and Prevention) that shall be discharged within 120 days of the last service	95%			
Central Re	ceivin	g System (CRS)	kur ang barayo			
CRS01	Reduce drop-off processing time by law enforcement officers for admission to crisis					
		MHC/Gracepoint	N/A			
		Increase participating access to community-based behavioral health services after	referral			
		Centerstone – to community-based behavioral health services (CBHS)	N/A			
CRS02	b.	MHC/Gracepoint – persons served will be linked with behavioral health services within 7 days of discharge from the Centralized Receiving Facility (CRF) or from the acute care units of Gracepoint or ACTS	N/A			
		Reduce number of individuals admitted to a forensic state mental health treatmen	t facility			
CRS03	c.	Centerstone	N/A			
		MHC/Gracepoint				
CRS04	d.	Percent of high utilizers, as defined in RFA10H141, of acute care services served at Centralized Receiving Facility who do not have primary care services will be succes with primary care and/or a behavioral health medical home within four weeks of d from the CRF or acute care units of ACTS or Gracepoint	sfully linked			
		MHC/Gracepoint	N/A			
CRS05	e.	Percent of persons identified as meeting criteria for high need/high utilization who in care coordination services will not have an acute care admission while receiving services				
		MHC/Gracepoint	N/A			
CRS06	f.	Emergency Room Diversion-The average CRF transport pick up time for clients to be transferred to public or private receiving facility from emergency room	e			
		Centerstone	N/A			
CRS07	~	Jail Diversion-Law enforcement transports of substance abusing persons to CRF. C month baseline of BA's and MA's taken to the jail in lieu of the CRF				
CN30/	g.	Centerstone	N/A			

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CRS08	h.	Reduce drop-off processing time by law enforcement officers for admission to cris (Centerstone only; reported as a percentage)	12 2CI AICE2				
		Centerstone	N/A				
Family Inte	erven	tion Specialist (FIS) / Motivational Support Specialist (MSS)					
FIS01	a.	Percent of clients that will be contacted within 5 business days of referral	N/A				
FISO2	b.	Percent of clients that will complete intake for FIS/MSS services within 7 business days of initial contact					
FIS03	c.	Percent of intake data and recommendations that will be completed and provided to the referral source within 15 business days of intake					
FIS04	d.	This measure is no longer used.	N/A				
FISO5	e.	This measure is no longer used.	N/A				
FISO6	f.	This measure is no longer used.	N/A				
Family Inte	nsive	Treatment (F(T)					
MSA91A	a.	Percent of parents served will be living in a stable housing environment at time of discharge	N/A				
MSA91B	b.	This measure is no longer used.	N/A				
MSA91C	c.	Percent of discharge summaries completed within seven (7) days of discharge from services	N/A				
MSA91D	d.	Percent of completed initial level of care assessments (Biopsychosocial assessment and ASAM) within 15 days of enrollment	N/A				
MSA91E	e,	Percent of parent(s) initiated into treatment services within 2 business days of completed assessment (Biopsychosocial assessment and ASAM)	N/A				
MSA91F	f.	This measure is no longer used.	N/A				
MSA91G	g.	This measure is no longer used.	N/A				
MSA91H	h.	Minimum number of families to be served each year					
MSA91I	i,	Percent of parents served will improve their level of functioning as measured by the Functional Assessment of Mental Health and Addiction (FAMHA) or other assessments	N/A				
MSA91J	j,	Percent of parents served who complete a pre and post Adult Adolescent Parenting Inventory (AAPI-2) will improve their parenting functioning as measured on the AAPI-2 between admission and discharge	N/A				
Forensic M	ültidi	sciplinary Team (FMT)	y we way ou				
FMT01	a.	Percent of adults in forensic involvement who live in a stable housing environment	N/A				
FMT02	b.	Percent of adults in forensic involvement who are not readmitted to a Crisis Stabilization Unit (CSU) within 90 days of discharge	N/A				
FMT03	c.	Percent of adults in forensic involvement diverted from incarceration	N/A				
FMT04	d.	Individuals to be served	N/A				
Partnership	o for S	uccess (PFS) / Drug Epidemiology Networks (DENs)					
PFS01	a.	Submit a monthly report no later than the 10 th of the month into the Performance Based Prevention System (PBPS) to include: • The number of people reached by each Institute of Medicine prevention category (i.e. universal, selective, indicated)	N/A				

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1, 2017		 The number of people reached by demographic categories (race, gender, age) The number of people reached by each of the six prevention strategies (i.e. prevention education, problem identification and referral, 		
		information dissemination, environmental strategies, alternative activities, community-based processes) The number of evidence-based programs (EBP) implemented by subrecipient communities: Assist funded communities in building their capacity to address their needs and prevention priority(ies) Select, implement, and evaluate evidence-based prevention programs, policies, and practices that best address the selected prevention priority(ies) The number, type, and duration of evidence-based interventions implemented by the six prevention strategies specified in Section 4.a.iv. of Guidance Document 30		
PFS02	b.	 Conduct one meeting per month to include the following information: Monthly meeting minutes Membership information – each DEN shall include a minimum of six (6) representatives of the following community stakeholders: Public health offices Law enforcement agencies Education and community development Substance abuse recovery and treatment providers DEN activities A summary of the major highlights, including any emerging drug trends within the county that are relevant to the substances of interest to include:	N/A	
PFS03	c.	Attend all required meetings via web, face-to-face, phone (as dictated to be reported monthly)	N/A	
PFS04	d.	One representative from each DEN shall attend an annual State Epidemiological Outcomes Workgroup (SEOW) meeting prior to the delivery of the SEOW Annual Report to include all elements outlined in Reporting Template 19 and Guidance Document 30		
PFS05	e.	Each year using the Florida Youth Substance Abuse Survey (FYSAS) and Community data, DENs will enter annual outcome data into PBPS no later than October 1 of each year, in coordination with the PFS Lead evaluator, using the data sources specified in Table 2 of Guidance Document 30	N/A	
PFS06	f.	Each DEN will submit a DEN surveillance report using county-level data by conducting an analysis of the data elements specified in Reporting Template 19. Each DEN shall upload a completed analysis into PBPS no later than July 31st	N/A	

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SA001	a.	Percent of tasks and activities that shall be completed as outlined in the work plan					
SA002	b.	Percent of department-identified errors that shall be corrected within thirty (30) days of notification	N/A				
SA003	c.	A minimum percentage of data submitted monthly shall be submitted by the due date.	N/A				
PPG01	d.	Quarterly pre-/post-test results showing increased knowledge/awareness/self- efficacy for the following evidence-based programs: • N/A					
PPG02	e.	Number of pledges signed through the "N/A" campaign. Target for Year 1 is BASELINE. Targets for Year 2 and Year 3 to be set after review of the results following the end of the 1st year.					
PPG03	f.	Will attend one conference annually: • FADAA Conference – Prevention Track • DCF Statewide Prevention Conference • DCF Prevention Meeting					
PPG04	g.	Attendance at Quarterly Regional Meetings	N/A				
PPG05	h.	Participation in Quarterly Workgroup Conference Calls	N/A				
PPG06	i.	All data requested will be entered into the PBPS	N/A				
PPG07	j.	MCSAC: Know the Law (KTL): Percent of participating students will indicate an increase in knowledge and awareness of laws and consequences of substance use (KTL pre/post test results) (reported quarterly)	N/A				
PPG08	k,	MCSAC: Parents Who Host, Lose the Most: By December 2018, the number of students who perceive risk associated with alcohol use will increase by 10% (annual, 12/2018)					
PPG09	l.	MCSAC: Parents Who Host, Lose the Most: By December 2018, the number of students who perceive risk associated with marijuana use will increase by 3% (annual, 12/2018)					
PPG10	m.	MCSAC: Parents Who Host, Lose the Most: By December 2018, disapproval in youth attitudes toward alcohol, marijuana and other drug use behaviors will increase by 10% (annual, 12/2018)					
PPG11	n.	MCSAC: Parents Who Host, Lose the Most: By December of 2018, community awareness (parents, youth, key community leaders) of the impact of underage alcohol use leading to risky sexual activity including teen pregnancy and marijuana use leading to school behavioral issues and low performance increases. At minimum 90% of adults, understand the consequences of underage use of alcohol and marijuana. (annual, 12/2018)					
PPG12	0.	MCSAC: Safe Festivals: A minimum of 10 community festival organizers will receive Safe Festival Training and use ID scanners, annually. (reported quarterly)	N/A				
PPG13	p.	MCSAC: Youth in Action (YIA): 75% of High School students surveyed on a minimum of 5 (of the 7 current) campuses where YIA is conducting social norming campaigns/ messaging will report: 1. Awareness of YIA/social norms campaigns, and 2. Heightened perception of risk/harm of underage drinking and use of marijuana as a result of YIA campaigns. (pre- and post-test; reported quarterly)					
PPG14	q.	MCSAC: Drug Free Youth (D-Fy): 75% of registered D-Fy students (aged 13-18) will demonstrate a commitment to pursuing a drug-free lifestyle as evidenced	N/A				

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arterly); and/or); and/or Reported c local social norms s (min. 30% of hat it means to N/A hat it means to N/A hat it is meant by a N/A your Green Zone" N/A
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July 1, 2017

y 1, 2017				
BCV03	k.	Percent of Veterans and/or Family Members not readmitted to detoxification within 30 days of discharge.	N/A	
BCV04	I.	Percent of Veterans and/or Family Members initiated into treatment services within 5 days of completed assessment.	N/A	
BCV05	m.	Percent of Veterans or Family Members who live in Stable Housing.	N/A	
BCV06	n.	Veteran and/or Family Member Number Served	N/A	
Crisis Cent	er of T	ampa Bay		
CC001	a.	Veterans who speak with a Veteran peer during the first contact	N/A	
CC002	b.	Veterans who receive Short-Term Care Coordination	N/A	
CC003	c,	Safety Plans successfully implemented for Veterans	N/A	
Jewish Fan	nily &	Children's Services of the Suncoast		
JF001	a.	Percent of clients will be linked to a provider	N/A	
KC Guardia	in :			
KCG01	a.	Provide Guardian services to all assigned individuals	N/A	
KCG02	Provide Guardian Advocate services assigned by the court to new individuals b. residing in Polk, Hardee and Highlands counties per month. This will make a distinct count of 200 services			
KCG03	c.	Clients residing in Polk County will receive at least one (1) Face-to-Face visit per month		
KCG04	d.	Clients residing outside of Polk County will receive at least one (1) Face-to-Face visit per quarter, with at least one (1) contact made with the facility/staff per month		
KCG05	e.	Clients that are being treated in the state hospitals will be seen at least once a year with monthly contact to the facility/staff		
KCG06	f.	Clients that are being treated in the state hospitals more than 90 days will have a face to face quarterly	N/A	
KCG07	g.	Clients meeting established criteria will be seen once a month	N/A	
Mental Hea	1	ommunity Centers, Inc.		
MHCC01	a.	Percentage of Individuals who return to CSU or Detox after 45 days of receiving the PAL program shall not exceed	N/A	
MHCC02	b.	Percentage of Individuals served by Peer Specialists that improve and/or remain the same on their Treatment Planning goals from admission to discharge and who engage in peer services for a period of 90 days or more	N/A	
МНССОЗ	c.	Percentage of individuals served by Peer Specialists will not readmit to CSU or Detox within 30 days of their last discharge	N/A	
The Salvati	on Arr	ng in the remarkable and the control of the control		
SAL01	a.	Shall maintain the appropriate level of licensure for the contracted program(s) in accordance with Chapter 397, F. S., and Chapter 65D-30, F.A.C.	N/A	
SAL02	b.	Over the fiscal year, an average number of Individuals that achieve successful discharge from the program.	N/A	

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Exhibit C

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SAL03	c.	All individuals admitted to the program shall receive a minimum of 3.5 hours of weekly mental health services			
Veterans A	lterna	tive			
VA001	a.	Over the fiscal year, will serve seven participants per month within the Veterans Alternative Retreat Program.	N/A		
Volunteers	of An	nerica of Florida, Inc.			
VOA01	a.	Over the fiscal year, an average of number of consumers that achieve successful			
VOA02	b.	Average percentage of days consumers spend within the community during the previous 30 days	N/A		
VOA03	c,	Percentage of consumers that are employed or volunteering or attending a certified school or training program during the previous 30 days			
VOA04	d.	Monthly percentage of active consumers that complete a consumer satisfaction survey post card	N/A		

July 1, 2017	Table 3 – Networ	k Service Provider Output Measur For Fiscal Year 2017-2018	es – Persons Serv	ed
	Service Category	Program Name (Where Applicable)	FY Target By Program	Contract Total Served
	Residential Care	N/A	14	14
	Outpatient Care	N/A	126	126
Adult Mental	Crisis Care	Crisis Care	N/A	01/0
Health	Crisis Care	Crisis Care - CRS	N/A	N/A
	State Hospital Discharges	N/A	N/A	N/A
	Peer Support Services	N/A	N/A	N/A
	Residential Care	N/A	N/A	N/A
	Outpatient Care	N/A	N/A	N/A
Children's Mental Health	Crisis Care	Crisis Care	N/A	
		Crísis Care - CRS	N/A	N/A
	SIPP Discharges	N/A	N/A	N/A
	Residential Care	N/A	N/A	N/A
Adult	Outpatient Care	N/A	30	30
Substance	Detoxification	N/A	N/A	N/A
Abuse	Women's Specific Services	N/A	N/A	N/A
	Injecting Drug Users	N/A	N/A	N/A
	Residential Care	N/A	N/A	N/A
	Outpatient Care	N/A	N/A	N/A
Children's Substance	Detoxification	N/A	N/A	N/A
Abuse	SIPP Discharges	N/A	N/A	N/A
	Prevention - Indicated	N/A	N/A	N/A

	Table 4 – Network Service Provider Output Measures – Participants Served For Fiscal Year 2017-2018							
	Service Category	Program Name (Where Applicable)	FY Target By Program	Contract Total Served				
Mental Health	Crisis Support/Emergency	N/A	N/A	N/A				
	Drop-In/Self-Help	N/A	N/A	N/A				
	Outreach	N/A	N/A	N/A				
	Information & Referral	N/A	N/A	N/A				
	Mental Health Clubhouse	N/A	N/A	N/A				
	MH Comprehensive – Individual	N/A	N/A	N/A				
Substance Abuse	Crisis Support/Emergency	N/A	N/A	N/A				
	Outreach	N/A	N/A	N/A				
	Information & Referral	N/A	N/A	N/A				
	Prevention - Selective	N/A	N/A					
	Prevention – Universal Direct	N/A	N/A	N/A				
	Prevention - Universal Indirect	N/A	N/A					