EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 11 of the Standard Contract, as provided herein:

A.1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

In addition to the provisions of **1.6.**, the following documents, or the latest version thereof, are hereby incorporated herein and made part of this Contract**.**

A.1.1. Additional Contract Exhibits

A.1.1.1. Exhibit A1 – Program and Service Specific Terms

A.1.1.2. Exhibit A2 – SAMH Programmatic State and Federal Laws, Rules, and Regulations

A.1.1.3. Exhibit C1 – Required Reports

A.1.1.4. Exhibit C2 – SFETC Staffing Plan

A.1.1.5. Exhibit F1 – SFETC Pricing Schedule

A.1.1.6. Exhibit F2 – Invoice

A.1.2. Documents Incorporated by Reference

The following documents are hereby incorporated by reference herein and are maintained in each party's Contract files:

A.1.2.1. Attachment I - SFETC Program Description

A.1.2.2. Attachment II - SFETC Facility Management Description

A.1.2.3. Attachment III - Department Accounting Procedures Manuals 7 APM 6 and 7 APM 2

A.1.2.4. Attachment IV - Initial Equipment and Property Inventory

A.1.2.5. Attachment V - Awarded Strategic Future Capacity Expansion Proposal

A.2. STATEMENT OF WORK

2.4.2. is hereby amended to read:

To avoid contract termination, Provider's performance must meet the minimum performance standards set forth in **Exhibit E**, Minimum Performance Measures, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply

A.3. PAYMENT, INVOICE AND RELATED TERMS

There are no additional provisions to this section of the Standard Contract.

A.4. GENERAL TERMS AND CONDITIONS

A.4.1. In addition to the provisions of **4.6**, the following terms shall apply:

A.4.1.1. The Provider may not subcontract for the Program Management Team detailed in **C.2.1.1.** The persons filling these positions shall be fulltime employees of the Provider.

A.4.2. In addition to the provisions of **4.11**, the following terms shall apply:

A.4.2.1. The Provider shall submit a Transition Plan for Department approval no later than nine months prior to the end of the Contract term or as directed upon notification of the Department's intent to terminate pursuant to **6**.

A.5. RECORDS, AUDITS AND DATA SECURITY

In addition to the provisions of **5.1**, the following terms shall apply:

A.5.1. In the event a lawsuit or audit has been initiated but not yet concluded at the end of the retention period, the Provider shall retain all records until the litigation concludes or the release of the audit findings, whichever is applicable.

A.5.2. The Provider shall maintain all records management activities, including storage of records, requesting permission to destroy records, and completing the authorized destruction, as required by law. At the end of the Contract period all existing records related to facility operations and maintenance and all client-related records shall become property of the Department.

A.5.3. The Provider must maintain permanent reports and records of all building and grounds operations, including daily staffing, daily operating log, security incidents, equipment operating logs, preventive maintenance and repairs on each piece of equipment, facility repairs and improvements, service requests, utility usage, problem action reports, and quality improvement reports. These reports and records must be available for review and inspection at any time by the Department and by any other authorized representative from the Department or from a regulatory, licensing, or accreditation agency.

A.5.4. Staff records shall be maintained in accordance with The Joint Commission (TJC) Behavioral Health Care accreditation standards and, at a minimum, shall include: the results of background screening; resumes and completed job application forms; documentation of education; documentation of current licensure, registration, or certification; reference checks; results of required medical examinations, tests, and immunizations; time and attendance records; awards; disciplinary reports; training completed; and performance evaluations.

A.5.5. The Provider shall maintain Resident records in accordance the Centers for Medicare and Medicaid (CMS) guidelines for cost report and auditing.

A.5.6. The Provider shall ensure that all records maintained electronically, including records maintained within the Provider's EHR System, are available to the Department in accordance with **Section C.2.4**. The Provider shall not use system ownership, licensing limitations, vendor restrictions, technical limitations, or third-party agreements as a basis for denying or delaying Department access to Contract-related records or data.

A.5.7. The Provider shall maintain complete audit trails for access to and activity within the EHR System. Audit trails shall be retained in accordance with applicable record-retention requirements and shall be made available to the Department upon request.

A.6. INSPECTIONS, PENALTIES, AND TERMINATION

There are no additional provisions to this section of the Standard Contract.

A.7. OTHER TERMS

A.7.1. Strategic Future Capacity Expansion Proposal

The Provider's **Awarded Strategic Future Capacity Expansion Proposal** submitted in response to the Solicitation is incorporated into this Contract by reference as **Attachment V**.

The Awarded Strategic Future Capacity Expansion Proposal is intended to document the Provider's proposed strategic approach for increasing the Facility's operational capacity should future funding become available.

Incorporation of the Awarded Strategic Future Capacity Expansion Proposal into this Contract does not obligate the Department to fund or implement any portion of the proposed expansion,

nor does it create any obligation for the Provider to perform expansion services beyond those expressly required by this Contract.

Implementation of any portion of the Strategic Awarded Future Capacity Expansion Proposal shall be contingent upon future legislative appropriations and execution of a written Contract amendment or other authorized procurement action.

A.8. FEDERAL FUNDS APPLICABILITY

There are no additional provisions to this section of the Standard Contract.

A.9. CLIENT SERVICES APPLICABILITY

There are no additional provisions to this section of the Standard Contract.

A.10. PROPERTY

There are no additional provisions to this section of the Standard Contract.

A.11. AMENDMENT IMPACT

There are no additional provisions to this section of the Standard Contract.

EXHIBIT A1 – PROGRAM AND SERVICE SPECIFIC TERMS

A1.1. Available Bed

A 24-hour service unit during which all appropriate and necessary care and services are available to meet the needs of the Resident, regardless of whether the bed is currently occupied.

A1.2. Competency Restoration

The provision of treatment and education to restore the Resident to competency, i.e., to understand and comprehend the charges, the legal process, the consequences, and the resident's legal rights.

A1.3. Facility(ies)

All land, buildings, supporting infrastructure and space, whether natural or constructed, dedicated to accomplishing the purpose of service provision for South Florida Evaluation and Treatment Center (SFETC). Depending on the specific context, it may refer to the current SFETC or the new SFETC to be constructed.

A1.4. Community Forensic Case Manager or Forensic Specialist

A person employed by a community mental health provider, under contract with a district/regional mental health program office, to provide services to individuals who have been court-ordered for evaluation or committed to the department pursuant to chapter 916, F.S., by one of the state's 20 circuit courts. Individuals served are those who have received an Order of Evaluation of Competency or Sanity or have been adjudicated as ITP or NGI due to mental illness. Responsibilities include assessing individual needs, planning services, linking the service system to the individual, coordinating system components, monitoring service delivery, and evaluating the effect of service delivery.

A1.5. Forensic Client

For purposes of this Contract, a Forensic Client is any defendant who is mentally ill and committed to the Department pursuant to Chapter 916, F.S., and who has been determined to need treatment for a mental illness; who has been found incompetent to proceed on a felony offense or has been acquitted of a felony offense by reason of insanity; who has been determined to be dangerous to himself or herself or others or present a clear and present potential to escape; and who is an adult or a juvenile prosecuted as an adult.

A1.6. Forensic Facility(ies)

A separate and secure facility established within the department or agency, or contracted using department funding, to serve forensic clients. A separate and secure facility means a security-grade building for the purpose of separately housing persons who have mental illness from persons who have intellectual disabilities or autism and separately housing persons who have been involuntarily committed pursuant to this chapter from non-forensic residents. The term includes a facility serving forensic clients committed to the department which is co-located in a county jail and operated by a community mental health provider through a contract, as defined in 916.106(10)~~)~~.

A1.7. Incompetent to Proceed (ITP)

A legal status that means an individual is unable to proceed at any material stage of a criminal proceeding, which shall include trial of the case, pretrial hearings involving questions of fact on which the defendant might be expected to testify, entry of a plea, proceedings for violations of probation or violation of community control, sentencing, and hearings on issues regarding a defendant's failure to comply with court orders or conditions or other matters in which the mental competence of the defendant is necessary for a just resolution of the issues being considered.

A1.8. Major Repair or Replacement

Repairs to or replacement of facility infrastructure, buildings, building systems, equipment, fixtures, or other property necessitated by normal wear and tear, ordinary use, aging, or damage caused by Residents or other third parties, with costs totaling up to $250,000 per occurrence. Routine

maintenance activities and repairs or replacements resulting from the Provider's negligence are excluded.

A1.9. Not Guilty by Reason of Insanity (NGI)

A legal status that means the individual has been adjudicated by a court or jury as not responsible because of mental infirmity, disease, or defect.

A1.10. Recovery

A deeply personal, unique process of changing one's attitudes, values, feelings, goals, skills and/or roles. It is a way of living a satisfying, hopeful and contributing life within the limitations caused by illness. Recovery involves the development of new meaning and purpose in one's life as one grows beyond the profound effects of mental illness.

A1.11. Recovery Team

A group of Substance Abuse and Mental Health experts that provide community-based services for adults with long-term mental health problems.

A1.12. Resident

An individual residing in and receiving services from South Florida Evaluation and Treatment Center.

A1.13. Risk Assessment

A process of gathering information relating to issues impacting the health, safety, or security of a resident or others through identification of factors that could result in harm or serious injury.

A1.14. South Florida Evaluation and Treatment Center (SFETC)

A maximum security forensic mental health treatment facility to serve Forensic Clients committed under Chapter 916, F.S.

A1.15. Substance Abuse and Mental Health Data System (SAMH Data System)

The Department’s web-based data system for reporting substance abuse and mental health services, including the Financial and Services Accountability Management System (FASAMS) or any replacement system identified by the Department for the reporting of data in accordance with this contract. The Department’s FASAMS 155-2 provides the definitions of the data elements and policies and procedures for submitting required data into the SAMH Data System and may be located at: https://www.myflfamilies.com/services/samh/FASAMS/fasams-155-2-version-14-current

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EXHIBIT A2 – SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS

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

A2.1 FEDERAL AUTHORITY

A2.1.1 Block Grants Regarding Mental Health and Substance Abuse

42 U.S.C. ss. 300x, et seq.
42 U.S.C. ss. 300x-21 et seq.
42 C.F.R. pt. 54
45 C.F.R. pt. 96

A2.1.2 Restrictions on expenditure of grant

45 C.F.R. s. 96.135

A2.1.3 Confidentiality Of Alcohol and Drug Abuse Patient Records

42 C.F.R., pt. 2

A2.1.4 Security and Privacy (related to the Health Insurance Portability and Accountability Act (HIPAA)

45 C.F.R. pt. 164

A2.1.5 Social Security Income for the Aged, Blind and Disabled

20 C.F.R. pt. 416

A2.1.6 Indorsement and Payment of Checks Drawn on the United States Treasury

31 C.F.R. pt. 240

A2.1.7 Temporary Assistance to Needy Families (TANF)

42 U.S.C. ss. 601, et seq.
45 C.F.R., pt. 260

A2.1.8 Projects for Assistance in Transition from Homelessness (PATH)

42 U.S. C. s. 290cc-21 et seq.
42 C.F.R., pt. 54

A2.1.9 Americans with Disabilities Act of 1990

42 U.S. C. ss. 12101 et seq.

A2.1.10 Trafficking Victims Protection Act of 2000

22 U.S.C. 7104
2 CFR Part 175

A2.2 FLORIDA STATUTES

All State of Florida statutes can be found at the following website: http://www.flsenate.gov/statutes/index

A2.2.1 Substance Abuse, Mental Health and Forensic Services

Ch. 381	Public Health General Provisions
Ch. 386	Particular Conditions Affecting Public Health
Ch. 392	Tuberculosis Control
Ch. 395	Hospital Licensing and Regulation
Ch. 394	Mental Health
Ch. 397	Substance Abuse Services

Ch. 400	Nursing Home
Ch. 458	Medical Practice
Ch. 459	Osteopathic
Ch. 464	Nursing
Ch. 465	Pharmacy
Ch. 490	Psychological Services
Ch. 491	Clinical, Counseling and Psychotherapy
Ch. 499	Drug, Cosmetic and Household Products
Ch. 553	Building Construction Standards
Ch. 893	Drug Abuse Prevention and Control
Ch. 916	Mentally Deficient and Mentally Ill Defendants.
§ 409.906(8)	Medicaid
§ 985.223	Incompetency in Juvenile Delinquency Cases
§ 985.224	Delinquency; Interstate Compact on Juveniles

A2.2.2 Adult Protective Services

Ch. 415	Adult Protective Services

A2.2.3 Forensics

Ch. 916	Mentally Deficient and Mentally Ill Defendants Part III
Ch. 985	Juvenile Justice; Interstate Compact on Juveniles
§ 985.19	Incompetency in Juvenile Delinquency Cases
§ 985.24	Interstate Compact on Juveniles; Use of detention; prohibitions

A2.2.4 State Administrative Procedures and Services

Ch. 120	Administrative Procedures Act
Ch. 287	Procurement of Personal Property and Services
Ch. 815	Computer-Related Crimes
Ch. 817	Fraudulent Practices
§ 112.061	Per diem and travel expenses of public officers, employees, and authorized persons
§112.3185	Additional standards for state agency employees
§ 215.422	Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 216.181(16)(b)	Advanced funds for program startup or contracted services

A2.3 FLORIDA ADMINISTRATIVE CODE (RULES)

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

https://www.flrules.org/gateway/department.asp?id=65

A2.3.1 Substance Abuse and Mental Health Services

Ch. 65C-12	Emergency Shelter Care
Ch. 65D-30	Substance Abuse Services Office
Ch. 65E-4	Community Mental Health Regulation
Ch. 65E-5	Mental Health Act
Ch. 65E-10	Psychotic and Emotionally Disturbed Children Purchase of Residential Services Rules

Ch. 65E-11	Behavioral Health Services
Ch. 65E-12	Public Mental Health, Crisis Stabilization Units, Short Term Residential Treatment Programs
Ch. 65E-14	Community Substance Abuse and Mental Health Services-Financial Rules
Ch. 65E-20	Forensic Client Services Act Regulation
Ch. 65E-26	Substance Abuse and Mental Health Priority Populations and Services

A2.3.2 Financial Penalties

Ch. 65-29	Penalties on Service Providers

A2.3.3 Other

Ch. 65D-3	Control of Communicable Diseases and Conditions which may Significantly Affect Public Health
Ch. 62-761	Underground Storage Tank Systems

A2.4 Department of Children and Families Operating Procedures

The most current versions of the Department's Operating Procedures may be found at the Department's Internet web site: https://resourcelibrary.myflfamilies.com/index.html . The following is a partial listing of procedures that are applicable for the operation and management of SFETC.

CFOP 60-01	Chapter 2, Hours of Work, Overtime and Compensatory Leave
CFOP 60-01	Chapter 4, On Call/Call Back
CFOP 60-04	Chapter 11, Family Supportive Work Program
CFOP 60-04	Chapter 12, Governor's Mentoring Initiative
CFOP 60-05	Chapter 1, Political Activities
CFOP 60-05	Chapter 5, Code of Ethics for Public Officers and Employees
CFOP 60-05	Chapter 8, Bonding of Employees
CFOP 60-05	Chapter 11, Employee Relationships with Regulated Entities
CFOP 60-05	Chapter 12, Drug-Free Workplace
CFOP 60-06	Other Personal Services (OPS) Employment
CFOP 60-08	Chapter 1, Employee Personnel Records
CFOP 60-10	Chapter 1, ADA Accommodation Procedures for Applicants/Employees/General Public
CFOP 60-10	Chapter 2, Informal Discrimination Complaint Procedure
CFOP 60-10	Chapter 5, Prohibited Harassment, Including Sexual Harassment
CFOP 60-10	Chapter 6, Filing Complaints By Reason of Disability
CFOP 60-11	Chapter 1, Policy on Domestic Violence
CFOP 60-11	Chapter 2, Workplace Violence Awareness and Prevention
CFOP 60-12	Driver's License as a Condition of Employment
CFOP 60-15	Equal Employment Opportunity/Affirmative Action
CFOP 60-16	Methods of Administration: Equal Opportunity in Service Delivery
CFOP 60-17	Chapter 1, Notice of Privacy Policy and Management and Protection of Personal Health Information
CFOP 60-17	Chapter 2, Protected Health Information Complaint/Grievance Procedure

CFOP 60-17	Chapter 3, HIPAA Privacy Monitoring Requirements
CFOP 60-17	Chapter 4, Authorization for Use or Disclosure of Protected Health Information
CFOP 60-17	Chapter 5, Accounting of Disclosures of Protected Health Information
CFOP 60-52	Employees Volunteers to Serve as Guardians Ad Litem
CFOP 70-12	Contraband Control Process
CFOP 155-1	Guidelines for Psychiatric, Medical, and Nursing Responsibilities with the Use of Psychotherapeutic Medications in State Mental Health Treatment Facilities
CFOP 155-2	Operating Capacities at State Mental Health Treatment Facilities
CFOP 155-3	State Mental Health Treatment Facilities Mortality Reporting and Review
CFOP 155-4	HIV/AIDS Screening and Treatment
CFOP 155-5	Supervision of Unlicensed Assistive Personnel Performing Nursing Delegated Assignments in Mental Health Treatment Facilities
CFOP 155-6	Sexual Behaviors at State Mental Health Treatment Facilities
CFOP 155-7	Policy on Information Sharing Upon Admission and Discharge from a State Mental Health Treatment Facility
CFOP 155-8	Contraband Control in the Mental Health Treatment Facilities
CFOP 155-11	Title XXI Behavioral Health Network
CFOP 155-12	Forensic Transfers to Civil Mental Health Treatment Facilities
CFOP 155-13	Dismissal of Charges for Individuals Remaining Incompetent to Proceed for Five Continuous Years
CFOP 155-16	Service/Treatment Planning Activities in Mental Health Treatment Facilities
CFOP 155-17	Guidelines for Discharge of Residents from a State Civil Mental Health Facility to the Community
CFOP 155-19	Competency To Proceed Training, Evaluation and Reporting
CFOP 155-20	Use of Seclusion in Mental Health Treatment Facilities
CFOP 155-21	Restraint in Mental Health Treatment Facilities
CFOP 155-22	Leave of Absence and Discharge of Residents Committed to a State Mental Health Treatment Facility Pursuant to Chapter 916, F.S.
CFOP 155-23	Transfers Between State Forensic Mental Health Treatment Facilities
CFOP 155-24	Guidelines for Infection Control Program in State Mental Health Treatment Facilities
CFOP 155-25	Critical Event Reporting in State Mental Health Treatment Facilities
CFOP 155-26	Specialized Therapeutic Observation in State Mental Health Treatment Facilities
CFOP 155-27	Guidelines for Pre-Release Referral of Residents of State Mental Health Treatment Facilities for SSI and Medicaid
CFOP 155-28	Sexual Misconduct in State Mental Health Treatment Facilities
CFOP 155-29	Management of Minimum Coverage in State Mental Health Treatment Facilities

CFOP 155-34	Contact Between Special Interest Industries and State Mental Health Treatment Facility Employees
CFOP 155-35	Violence Risk Assessment Procedure in State Mental Health Treatment Facilities
CFOP 155-38	Procedures for Post Commitment Diversion of Individuals Adjudicated Incompetent to Proceed or Not Guilty by Reason of Insanity
CFOP 155-39	Guidelines for Progress Note Documentation in the Medical Record at State Mental Health Treatment Facilities
CFOP 155-40	Use of Electroconvulsive Treatment for Residents of State Mental Health Treatment Facilities
CFOP 155-41	Environmental Risk Management in State Mental Health Treatment Facilities
CFOP 155-45	Guidelines for Conducting Sexually Violent Predator Assessment of Individuals Found Not Guilty By Reason of Insanity and Committed for Involuntary Hospitalization
CFOP 155-48	Registration Guidelines for Forensic and Civil Residents Who Are Classified as Sexual Offenders or Sexual Predators
CFOP 155-49	Individuals Served/Employee Relationships
CFOP 155-50	Undocumented Persons and/or Illegal Aliens in State Mental Health Treatment Facilities
CFOP 155-51	Dress Code for State Operated Mental Health Treatment Facilities
CFOP 155-52	Use of "Do Not Resuscitate" (DNR) Orders in State Mental Health Treatment Facilities
CFOP 155-53	Suicide and Self-Injury Prevention
CFOP 155-54	Administrative Reviews of Individuals in High Profile Situations
CFOP 155-56	Guidelines for Admission of Forensic Individuals to a State Mental Health Treatment Facility
CFOP 155-57	Care of Pregnant Females in State Mental Health Treatment Facilities
CFOP 155-58	Guidelines for Assisting State Mental Health Facility Residents Who May Benefit from Appointment of Public Guardianship

A2.5 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements

§ 215.97, F.S.	Florida Single Audit Act
§ 215.971, F.S.	Agreements funded with federal or state assistance
Chief Financial Officer Memorandum No. 20 (2024- 2025)	Compliance Requirements for Agreements
2 CFR, Part 200	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at https://federalregister.gov/a/2013-30465
2 CFR, Part 300.1	Adoption of 2 CFR Part 200
45 C.F.R., pt. 75	Uniform Administration Requirements, Cost Principals, and Audit Requirements for HHS Awards

A2.6 Data Collection and Reporting Requirements

DCF Financial and Services Accountability Management System (FASAMS) Pamphlet 155-2
https://www.myflfamilies.com/services/samh/FASAMS/fasams-155-2-version-14-current

EXHIBIT B – SCOPE OF WORK

B.1. SCOPE OF SERVICE

B.1.1. This is a multi-year Contract, pursuant to the authority under §§ 39.001(2), 39.001(4), 394.457(3), and 397.305(2), F.S., and § 9, chapter 2004-269, Laws of Florida.

B.1.2. The Provider shall deliver high quality forensic mental health care in a secure, licensed, and accredited facility (South Florida Evaluation and Treatment Center (SFETC).

B.1.2.1. The Provider shall deliver integrated security and treatment services in the most effective manner possible.

B.1.2.2. The Provider shall focus on exploring strategies to reduce the amount of time individuals admitted as ITP spend hospitalized, with treatment focused on Competency Restoration services.

B.1.2.3. The Provider shall provide treatment to individuals found NGI with a focus on assessment and treatment strategies designed to identify and reduce potential risk upon release to the community thereby reducing lengths of stay.

B.1.2.4. The Provider shall develop and maintain close working relationships with all relevant criminal justice entities, including the courts, state attorneys, Attorney General, defense attorneys, and jails, and with other mental health providers, social service providers, and Department staff.

B.1.2.5. The Provider shall use the most up-to-date, effective approaches for accomplishing the goals of Competency Restoration and symptom and risk reduction, while achieving and maintaining full compliance with statutes, laws, rules, standards and operating procedures applicable to SFETC.

B.2. MAJOR CONTRACT GOALS

The Provider shall manage and operate SFSH in a manner that ensures continuous compliance with all applicable federal and state laws, rules, regulations, and contractual requirements, and shall achieve the following major program goals:

B.2.1. Manage, operate, and maintain the secure Forensic Facility identified in **B.3.1.1** with an integration of security and treatment, within the established Contract budget detailed in **Exhibit F1**;

B.2.2. Operate and maintain the existing Facility and maintain The Joint Commission (TJC) Behavioral Health Care accreditation;

B.2.3. Focus on treatment and security issues relevant to the Resident's mental illness and legal status and provide high-quality care based on a Recovery of functioning model, which enables individuals to function adequately in the applicable community setting;

B.2.4. Develop and maintain good working relationships with relevant community-based agencies, including the mental health, health, social service, and criminal justice systems and with the community;

B.2.5. Reduce the average amount of time that individuals adjudicated ITP spend in the facility before being returned to court as competent;

B.2.6. Maintain adequate staffing to provide a safe, secure, and therapeutic environment;

B.2.7. Reduce the number of individuals adjudicated ITP returned to a Forensic Facility after Court disagreement with facility finding of competency; and

B.2.8. Establish and maintain credibility in the accuracy of competency evaluations and discharge and community release recommendations.

B.3. SERVICE AREA/LOCATIONS/TIMES

B.3.1. Service Delivery Location

B.3.1.1. The Provider shall deliver services in the existing SFETC facility at:
18680 SW 376th St., Florida City, FL 33034.

B.3.1.2. The Provider's administrative offices shall be located at the address(s) specified in **1.3.3.**

B.3.2. Service Times

B.3.2.1. The Provider shall deliver services 24 hours per day, seven days per week.

B.3.2.2. The Provider shall deliver medical, psychiatric, programmatic, and recreation activities as detailed in the Provider's **Program Description**, **(Attachment I)**, which is hereby incorporated by reference and maintained in the Contract file.

B.3.2.3. The Provider shall establish primary administrative office hours to include, at a minimum, 8:00 am through 5:00 pm, Monday through Friday, excluding state holidays.

B.3.3. Changes in Location

The Provider shall notify the Department in writing a minimum of ten (10) calendar days prior to making changes in administrative office location(s)or any changes that will affect the Department's ability to contact the Provider by telephone or email.

B.4. CLIENTS TO BE SERVED

The Provider shall serve any person committed under chapter 916, F.S., as either ITP or NGI who is assigned to SFETC, by the Department's Mental Health Program Office Forensic Admission staff. Both Males and Females shall be served under this contract. The Department's decision on clients (Residents) to be served at SFETC is final and binding on all parties.

B.5. CLIENT ELIGIBILITY

The Provider shall deliver forensic services at SFETC to adults the age of 18 and older and to juveniles adjudicated as adults who have been charged with a felony and found by the courts to be either ITP or NGI and:

B.5.1. May meet the diagnostic categories for any of the major Diagnostic and Statistical Manual of Mental Disorders (DSM-5) disorder classifications (primarily schizophrenia and mood disorders);

B.5.2. May also have a secondary diagnosis, such as substance abuse, personality disorders, or severe medical conditions; or

B.5.3. Are a current Resident at the SFETC.

B.6. CLIENT DETERMINATION

B.6.1. The decision to place an individual in a particular facility is made by the Department through its Forensic Admissions Office in the Mental Health Program Office in Tallahassee. The determination made by the Department is final and binding on all parties. The Department has a 'no-decline' policy for its Forensic Facilities.

B.6.2. Commitments are made by the courts to the Department. The Department, through its Mental Health Program Office in Tallahassee, makes a placement decision and schedules the admissions.

B.6.3. Admissions usually occur Monday through Friday and may involve several admissions each day; however, the Provider must be able to accept admissions after hours, on weekends and holidays and, when an emergency admission is needed, on short notice.

B.6.4. Statutory provisions, chapter 916, F.S., govern the disposition of individuals adjudicated NGI or ITP.

B.6.5. The Provider may not refuse admission to an individual verified by the Department as having a valid court order.

B.7. EQUIPMENT AND PROPERTY

B.7.1. The Provider shall utilize equipment and property currently located at the Facility, as detailed in the **Equipment and Property Inventory**, which is hereby incorporated by reference and shall be maintained in the Contract Manager's file. The Provider will be responsible for the maintenance, operations, and repair of the items detailed in the **Equipment and Property Inventory** and any items purchased to replace equipment or property currently located at the Facility. The Provider shall ensure the following:

B.7.1.1. Any items used or purchased to replace equipment and property shall meet or exceed modern energy efficiency standards at the time of purchase or replacement; and

B.7.1.2. In the event equipment and property exceed their useful life, disposal must comply with Departmental procedures detailed in CFOP 80-2.

B.7.2. The Provider shall supply, at its own expense, any additional equipment and property necessary to perform under this Contract, including but not limited to, medical equipment, computers, telephones, copier and fax machines, supplies and maintenance, and needed office supplies.

B.7.3. The Provider shall maintain an updated inventory of all equipment and property, as detailed in the Provider's **Facility Maintenance Description**, which is hereby incorporated by reference and shall be maintained in the Contract Manager's file.

B.7.4. Upon termination of this Contract, all equipment and property listed in the **Equipment and Property Inventory**, as updated by the requirements of **B.7.1** (including any item purchased or paid for with state funds to operate and maintain the Facility not listed on the property inventory) shall remain the property of the Department. With regard to leased equipment, upon termination of this Contract, the provider shall retain the exclusive rights to any and all leased equipment or property unless the applicable lease is assumed by the Department.

B.7.5. The Provider shall be responsible for the entire cost of any Major Repair or Replacement of equipment or property at the Facility. The Major Repair or Replacement Reserve Fund is intended solely to assist the Provider in funding these obligations and shall not limit or otherwise affect the Provider's responsibility to perform and fund such Major Repairs or Replacements. Insufficient funding in the Major Repair or Replacement Reserve Fund does not relieve the Provider of its financial obligation to complete the Major Repair or Replacement of equipment or property at the Facility.

B.7.6. Major Repair or Replacement Reserve Fund

B.7.6.1. The Provider shall establish a reserve fund whereby at minimum $17,000 of each monthly payment from the Department is reserved for the cost of a Major Repair or Replacement of equipment or property at the Facility over $250,000. However, the Department and Provider hereby acknowledge and agree to suspend this obligation until such time as Provider has recovered the total sum spent on any Major Repair or Replacement during the Term of the Contract. For all Major Repair or Replacement expenses during the term of the Contract, Provider shall recapture at a minimum rate of $17,000 per month (hereinafter the "Recapture Amount"). Once the Recapture Amount is reached, Provider shall reserve a minimum of $17,000 each month as previously described.

B.7.6.2. Once the Major Repair or Replacement Reserve Fund balance equals or exceeds $500,000, including any interest earned on the reserve fund, the Provider may temporarily cease making the required monthly reserve fund deposits in accordance with **B.7.6.1.** Notwithstanding the suspension of monthly reserve fund deposits, all interest earned on the reserve fund shall continue to be credited to and remain in the reserve fund throughout the term of this Contract.

B.7.6.3. Interest earned on the Major Repair or Replacement Reserve Fund shall remain in the reserve fund throughout the term of this Contract and shall not be withdrawn or retained by the Provider except as provided in **B.7.6.4**. Upon termination or expiration of this Contract, any interest earned on the reserve fund shall be treated as part of the reserve fund balance. If the Provider is authorized to retain the balance of the Major Repair or Replacement Reserve Fund pursuant to **B.7.6.8.**, the Provider may also retain all accrued interest. If the Provider is required to return the reserve fund balance to the Department, all accrued interest remaining in the reserve fund shall likewise be returned to the Department.

B.7.6.4. In the event the Provider identifies the need for a Major Repair or Replacement of equipment or property, the Provider shall obtain approval from the Contract Manager prior to utilizing reserve funding, an approval that cannot be unreasonably withheld.

B.7.6.5. On a quarterly basis, the Provider shall submit to the Contract Manager a report detailing the status of the Major Repair or Replacement Reserve Fund. At a minimum, the report shall include the beginning fund balance, all monthly contributions made during the reporting period, interest earned, all Department-approved deductions or expenditures from the reserve fund, and the ending fund balance. The Provider shall maintain supporting documentation for all reserve fund activity and shall provide such documentation to the Department upon request.

B.7.6.6. The Provider shall be solely responsible for performing and funding the entire cost of all Major Repairs or Replacements of equipment or property at the Facility, including, without limitation, roof replacement and the repair or replacement of structural, mechanical, electrical, plumbing, fire protection, HVAC, and other building systems. The Major Repair or Replacement Reserve Fund is established solely as a funding mechanism and shall not limit, define, or satisfy the Provider's obligations under this Agreement. Insufficient funds in the Major Repair or Replacement Reserve Fund, or the unavailability of future legislative appropriations, Department funding, insurance proceeds, grants, or any other funding source, shall not relieve the Provider of its obligation to timely perform and fully fund any Major Repair or Replacement.

B.7.6.7. In the event the reserve fund is utilized for a Major Repair or Replacement of equipment or property and the balance is reduced below $500,000 the Provider shall resume reserving funds in accordance with **B.7.6.1**. until the balance equals or exceeds $500,000.

B.7.6.8. Upon termination or expiration of this Contract, the Provider may retain the balance of the Major Repair or Replacement Reserve Fund only if the Facility has no outstanding major or deferred repairs, damage beyond ordinary wear and tear, or inoperable building systems, equipment, or property for which the Provider is responsible under this Agreement. If any such conditions exist at the time of termination or expiration, the Provider shall return the entire remaining balance of the Major Repair or Replacement Reserve Fund to the Department.

B.7.6.8.1. As a condition for retaining any remaining balance of the Major Repair or Replacement Reserve Fund, the Provider shall, at its sole expense, obtain a comprehensive inspection and condition assessment of the Facility performed by an independent, licensed, and certified engineering firm approved by the Department. The inspection shall evaluate the structural integrity, building systems, mechanical, electrical, plumbing, life safety systems, equipment, and overall physical condition of the Facility and shall identify any deferred maintenance, major repairs, deficiencies, or conditions requiring corrective action.

B.7.6.8.2. The engineering firm's written report shall be submitted to the Department no later than sixty (60) days prior to the expiration or termination date of the Contract, or within another timeframe approved by the Department. The Department shall have sole discretion to determine whether any identified deficiencies, deferred maintenance items, damages, or inoperable systems constitute outstanding Provider responsibilities under this Contract.

B.7.6.8.3. If the engineering assessment or the Department's review identifies any outstanding major or deferred repairs, damage beyond ordinary wear and tear, or inoperable building systems, equipment, or property for which the Provider is responsible under this Contract, the Provider shall return the entire remaining balance of the Major Repair or Replacement Reserve Fund to the Department unless otherwise authorized in writing by the Department for the completion of corrective actions.

B.8. CONTRACT LIMITS

B.8.1. The total funds available under this Contract shall not exceed the amount set forth in **Exhibit F1**, as such amount may be amended to reflect legislative appropriations and any resulting contract amendments.

B.8.2. This Contract is contingent upon the Department maintaining full use and rights to the Facility. In order for the Provider to perform the tasks delineated herein, the Provider shall have the right to use and occupy the Facility for as long as this Contract is in full force and effect.

B.8.3. The current SFETC has an operating capacity of 249 Residents and, in general, the daily census will be limited to that number. While the committing courts control certain timeframes, the Provider shall have a system in place to actively track the progress of Residents through their Competency Restoration and to monitor the Provider's interactions with the court to help assure timely discharges and transfers. The Department recognizes physical occupancy shall not exceed **249** under normal operating circumstances. The Department reserves the right to increase actual capacity over **249** in temporary emergency situations, as defined by the Department.

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EXHIBIT C – TASK LIST

C.1. SERVICE TASKS

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C.1.1. Treatment Services

C.1.1.1. The Provider shall deliver integrated treatment services in a secure environment, sufficient to ensure the safety of Residents, staff, and the public, as detailed in the Provider's **Program Description (Attachment I)**.

C.1.1.2. The Provider shall develop a comprehensive Active Treatment Program and all services necessary to support the 24 hours a day, seven days a week care of Residents.

C.1.1.2.1. The Department defines Active Treatment as referenced in **C.1.1.2.** as psychiatric treatment and rehabilitation interventions that ameliorate problems or symptoms and promote the acquisition of the skills, supports and resources needed for community living. All interventions must be specifically designed to improve a resident's condition. For an activity to be considered a part of active treatment, there must be a specific relationship between the activity and a goal or objective of an individualized treatment plan.

C.1.1.3. The Provider shall deliver Individualized Treatment, as documented in Individualized Treatment Plans, prepared with full participation of the Resident, and to the fullest extent possible, the Community Forensic Case Manager or Forensic Specialist in accordance with Department operating procedures.

C.1.1.3.1. The Department defines Individualized Treatment Plan as referenced in **C.1.1.3.** as a written plan developed within 30 calendar days of admission by the Resident and his or her recovery team. This plan is based on assessment data, identifying the resident's clinical, rehabilitative and quality of life/enrichment service or recovery needs, the strategy for meeting those needs, documented treatment and recovery goals and objectives, criteria for terminating the specified interventions, and documented progress in meeting specified goals and objectives. Also referred to as the "Recovery Plan" in CFOP 155-16. The Individualized Treatment Plan must be reviewed at least every 30 calendar days.

C.1.1.4. The Provider shall conduct assessment of restorability of competence of individuals adjudicated ITP and provide timely reports to the court requesting the dismissal of charges for those Residents whose competency is deemed non-restorable, in accordance with Department operating procedures.

C.1.1.5. The Provider shall deliver integrated mental health and substance abuse treatment using a recovery-oriented best practice model.

C.1.1.6. The Provider shall deliver timely reports to the court following determination that a Resident is competent to proceed or no longer meets criteria for involuntary commitment.

C.1.2. Facility Management & Security

C.1.2.1. The Provider shall operate, manage, and maintain the Facility, including all preventive and repair maintenance, including Major Repairs as detailed in the Provider's **Facility Management Description (Attachment II)**.

C.1.2.2. The Provider shall ensure all maintenance activities meet or exceed the guidelines established in the most current version of the Facilities Maintenance and Repair Cost Data book published by the R.S. Means Company, Inc., or the appropriate Department publication(s).

C.1.2.3. The Provider shall develop and implement Facility management programs, for the operation of the Facility, as detailed in the Provider's Facility Management Description.

C.1.2.4. The Provider shall maintain and protect the Facility for any contingency, as detailed in the Provider's **Facility Management Description (Attachment II)**.

C.1.2.5. If an emergency situation occurs, the Provider shall assist the Department and other State entities, as necessary. This assistance may include providing staff to work in other facilities or relief centers, housing for displaced individuals, and other resources deemed necessary by the Department.

C.1.3. Policies and Procedures

C.1.3.1. The Provider shall develop and implement policies, operating procedures, and clinical protocols consistent with best practices for forensic mental health treatment in a secure setting and in compliance with licensing and accreditation organizations, state and federal laws, codes, rules, regulations and standards, and the Department's operating procedures.

C.1.3.2. The Provider's operating procedures and subsequent revisions must be consistent with the Department's procedures. The Provider shall submit copies of their operating procedures to the Department upon request.

C.1.3.3. The Provider shall update and revise its policies, procedures, and protocols as new advancements occur in the mental health treatment field, particularly evidence-based practices. With regard to the above, the Provider will be responsible for ensuring the development of sufficient training materials and ongoing instruction for all employees.

C.1.4. Accreditation

C.1.4.1. The Provider shall maintain The Joint Commission (TJC) Behavioral Health Care accreditation throughout the term of this Contract.

C.1.4.2. The Provider shall comply with all applicable policies and standards set forth by the TJC, which will be treated as the minimum standards against which quality service will be measured. Any changes in standards by TJC will apply to the Provider. If a change in TJC standards conflicts with Department operating procedures, the Provider shall notify the Department. It is the Department's intent that the TJC standards will be used as the basis for assessing the Provider's understanding of the Department's expectations regarding the management of the Facility.

C.1.4.3. The Provider shall cooperate with all Department quality assurance activities and processes, in addition to maintaining its own quality assurance functions relating to the management of the Facility in compliance with TJC standards.

C.1.5. Collaboration with other Entities

C.1.5.1. The Provider shall coordinate and establish good working relationships with other Providers and state entities, including mental health agencies, health care agencies, social service agencies, law enforcement agencies, Florida Department of Corrections, courts, Attorney General, state's attorneys, defense attorneys, jails, family and consumer groups, the Department, and the community within which the Facility is located.

C.1.5.2. The Provider shall ensure relationships include activities which promote understanding and cooperation among the various entities with a focus on continuity of care.

C.2. ADMINISTRATIVE TASKS

C.2.1. Staffing

C.2.1.1. Program Management Team

The Provider shall employ and maintain a Management Team for the duration of the Contract meeting the following minimum qualifications:

C.2.1.1.1. Hospital Administrator

A master's degree from an accredited college or university in healthcare administration, public administration, business administration, mental health, social work, psychology, or a closely related behavioral health or administrative discipline.
Ten (10) years of progressively responsible management or supervisory experience in a mental health, psychiatric, or developmental service setting providing services to persons with psychiatric disabilities, including experience at a level comparable to an executive or senior management position within a psychiatric hospital, psychiatric center, research institute, or developmental center.
At least three (3) of the required ten (10) years of management or supervisory experience must have been obtained in a forensic mental health setting.
Florida licensure or professional certification shall be required when mandated by statute, rule, or regulatory authority.

Substitution:

A doctoral degree in a related mental health or administrative discipline may substitute for up to two (2) years of the required management or supervisory experience.

C.2.1.1.2. Assistant Hospital Administrator

A bachelor's degree from an accredited college or university in healthcare administration, public administration, business administration, mental health, social work, psychology, or a closely related behavioral health or administrative discipline.
Five (5) years of progressively responsible professional experience in healthcare or mental health administration within a licensed psychiatric hospital or comparable inpatient behavioral health facility, including supervisory or managerial responsibility.
Experience must include administrative oversight of hospital operations, program management, regulatory compliance, accreditation, budgeting, or staff supervision in a setting subject to AHCA licensure and applicable state and federal requirements.
Florida licensure or professional certification shall be required where mandated by chapter 916, F.S., AHCA rule, or other applicable statutory or regulatory authority.

Preferred Qualifications:

Professional experience in a forensic mental health setting serving individuals committed pursuant to chapter 916, F.S.
Demonstrated knowledge of AHCA licensure standards, Joint Commission or other nationally recognized accreditation requirements, and applicable Department of Children and Families (DCF) policies governing civil and forensic mental health treatment facilities.

Substitution:

A master's degree in a related behavioral health or administrative discipline may substitute for up to two (2) years of the required professional experience.

C.2.1.1.3. Nursing Director

Licensure as a Registered Nurse (RN) in the State of Florida in accordance with chapter 464, F.S, in good standing.

A bachelor's degree in nursing (BSN) from an accredited college or university.

A master's degree in nursing, healthcare administration, or a related field is preferred.

Five (5) years of progressively responsible professional nursing experience in inpatient psychiatric or behavioral health setting, including at least three (3) years in nursing management or supervisory role.

Experience must include responsibility for clinical nursing operations, staff supervision, quality assurance, performance improvement, regulatory compliance, and

implementation of nursing standards of care in a facility licensed by the Agency for Health Care Administration (AHCA).

Demonstrated knowledge of and experience with AHCA licensure requirements, applicable federal and state regulations, and nationally recognized accreditation standards (e.g., Joint Commission) applicable to psychiatric hospitals.

Preferred Qualifications:

Professional nursing experience in a forensic mental health setting, including services to individuals committed pursuant to chapter 916, F.S.
Experience overseeing nursing services in a state-operated or state-contracted civil mental health hospital.

Substitution:

A master's degree in nursing or a related healthcare or administrative discipline may substitute for up to one (1) year of the required nursing management experience.

C.2.1.1.4. Clinical Director

Licensure in the State of Florida in good standing as a:

Physician (MD or DO) pursuant to chapter 458 or 459, F.S., or

Psychologist pursuant to chapter 490, F.S., or

Clinical Social Worker, Mental Health Counselor, or Marriage and Family Therapist pursuant to chapter 491, F.S.**,** or

Physician holding a limited permit in Florida pursuant to section 458.317,F.S., a license in good standing from another state or Canada, and certification by the American Board of Psychiatry and Neurology**.**

A minimum of seven (7) years of progressively responsible professional clinical experience providing mental health services in an inpatient psychiatric or behavioral health setting.

At least three (3) years of clinical supervisory or administrative experience overseeing multidisciplinary treatment teams, clinical programming, and standards of care.

Experience must include responsibility for clinical operations, treatment planning, quality assurance and performance improvement activities, and compliance with applicable state and federal laws and regulations in a facility licensed by the Agency for Health Care Administration (AHCA).

Demonstrated knowledge of civil and forensic mental health treatment requirements, including applicable provisions of **Chapter 916, Florida Statutes**, Department of Children and Families (DCF) policies, and AHCA licensure standards.

Preferred Qualifications:

Board certification in psychiatry or forensic psychiatry, where applicable.
Professional experience in a forensic mental health setting serving individuals committed pursuant to chapter 916, F.S.
Experience serving in a clinical leadership role within a state-operated or state-contracted civil mental health hospital.

Substitution:

A master's degree in a related clinical or behavioral health discipline may substitute for up to one (1) year of the required professional clinical experience, except where licensure requirements do not permit substitution.

C.2.1.2. Facility Management Team

C.2.1.2.1. Facility Manager

A bachelor's degree, (masters preferred), from an accredited college or university in facilities management, engineering, construction management, business administration, public administration, or a closely related technical or administrative discipline.

Ten (10) years of progressively responsible professional experience in facilities, plant operations, or physical plant management within a hospital, healthcare facility, institutional, or similarly complex environment, including supervisory or managerial responsibility.

Experience must include responsibility for maintenance and operation of building systems, utilities, safety and security infrastructure, and compliance with applicable life-safety, environmental, and occupational health standards.

Demonstrated knowledge of and experience with regulatory requirements applicable to healthcare facilities, including Agency for Health Care Administration (AHCA) licensure standards, applicable state and federal codes, and nationally recognized accreditation requirements (e.g., Joint Commission).

Preferred Qualifications:

Professional experience in a psychiatric or behavioral health hospital, including facilities serving civil or forensic populations.
Experience supporting facilities subject to Department of Children and Families (DCF) operational requirements and individuals committed pursuant to chapter 916, F.S.
Professional certification in facilities management, engineering, or building operations (e.g., CFM, FMP, PE, or equivalent).

Substitution:

A master's degree in a related technical, engineering, or administrative discipline may substitute for up to two (2) years of the required professional experience.

C.2.1.2.2. Security Chief

A bachelor's degree from an accredited college or university in criminal justice, public administration, security management, law enforcement, corrections, or a closely related field.
Ten (10) years of progressively responsible professional experience in security, law enforcement, corrections, or institutional safety operations, including at least five (5) years in a supervisory or management capacity.
Experience must include responsibility for security operations within a healthcare, psychiatric, correctional, or other institutional setting involving vulnerable or confined populations.
Demonstrated knowledge of and experience with safety, security, and emergency response procedures applicable to licensed healthcare facilities, including coordination with clinical staff, incident reporting, investigations, and implementation of facility security policies.
Knowledge of applicable regulatory and statutory requirements, including AHCA licensure standards, DCF policies, and relevant provisions of chapter 916, F.S.

Preferred Qualifications:

Professional experience in a psychiatric or behavioral health hospital, including facilities serving civil or forensic populations.
Experience in a forensic mental health setting involving individuals committed pursuant to chapter 916, F.S.
Prior certification or training in healthcare security, crisis intervention, de-escalation techniques, or emergency management.

Substitution:

A master's degree in criminal justice, public administration, security management, or a related discipline may substitute for up to two (2) years of the required professional experience.

C.2.1.3. Staffing Plan

C.2.1.3.1. The Provider shall employ and maintain staffing at or above the minimum staffing levels identified in **Exhibit C2** throughout the term of the Contract. The staffing levels set forth in **Exhibit C2** are minimum requirements only and shall not be construed to limit the Provider's obligation or authority to employ additional personnel as necessary to maintain the required minimum staffing levels at all times, meet the performance requirements of this Contract, and maintain compliance with applicable licensing, regulatory, and accreditation standards, including The Joint Commission (TJC) Behavioral Health Care accreditation. The Provider shall submit any reports related to Corrective Action Plans received from TJC and remediation of said Corrective Action Plans (if applicable).

The Provider may employ staffing in excess of the minimum levels identified in **Exhibit C2** as necessary to support operations and service delivery. The costs of such additional staffing may be paid from the funds available under this Contract; however, the employment of additional staff shall not constitute a basis for an increase in the Contract amount, project rates, or any request for additional funding from the Department. The Provider shall be solely responsible for managing Contract funds to support any staffing above the minimum requirements.

C.2.1.3.2. The Provider may adjust the number of staff per shift as it deems appropriate from time to time, provided the number of FTEs per position type (e.g. RN, LPN, Psychiatrist, Cook, etc.) is maintained, at no additional cost to the Department. Any permanent or long-term adjustments lasting more than six (6) consecutive months must be addressed through a formalized Contract amendment.

C.2.1.3.3. The Provider must perform all functions and services specified in this Contract regardless of whether these functions are performed by Department employees, contracted professionals, or other similar contractual arrangements.

C.2.1.3.4. The Provider shall participate in quality management exercises, including providing staff members to participate in peer review activities associated with reviews of other treatment facilities. The Provider shall pay expenses and travel of their staff who participate in quality review activities and meetings. The Facility Hospital Administrator (by whatever title) must participate as an ex officio member of the Department's Mental Health Hospital Administrators' Management Group. In addition to the Hospital Administrator meeting, appropriate Provider staff must participate in regularly scheduled and ad hoc discipline specific or topic specific meetings such as Clinical Staff meetings, Liaison groups, the Forensic Waiting List Workgroup, etc.

C.2.1.4. Staffing Vacancy

C.2.1.4.1. The Provider shall maintain staffing levels that, at a minimum, conform to those positions listed in **Exhibit C2**, including sufficient relief staff to ensure that the operations of the Facility are covered when a vacancy occurs. A position shall not be deemed vacant when an employee is temporarily absent due to paid vacation, paid sick leave, management and professional conferences, in-service training, or other temporary leave condition.

C.2.1.4.2. The Provider shall fill vacancies within thirty (30) calendar days of the first day of a vacancy.

C.2.1.4.3. The Provider may fill a vacancy through the use of overtime, contract services, or temporary employees. However, temporary, agency, registry, contract, traveler, and per diem staff shall not exceed fifteen percent (15%) of worked hours for any staffing category during a month without prior written approval from the Department. The Provider shall make reasonable

efforts to recruit, hire, and retain permanent employees and shall not rely on per diem staff as a substitute for maintaining approved staffing levels.

C.2.1.4.4. The Provider may fill a vacant position through the promotion or transfer of an existing employee from one position to another (provided that, in the case of a transfer, the two positions are not the same).

C.2.1.4.5. The Provider may not fill a vacancy by transferring a person already employed by the Provider in the same position to the vacant position (i.e., a vacant LPN position cannot be filled by transferring another person employed as an LPN from his/her current LPN position to the vacant LPN position).

C.2.1.5. Staffing Changes

The Provider shall request, in writing, approval of any proposed change to the Management Team described in **C.2.1.** The written request must include documenting the circumstances requiring the changes and describing the proposed substitutions in sufficient detail to permit evaluation of the impact on the Contract. On a case-by-case basis and in its sole discretion, the Department may waive certain minimum qualifications for a Management Team position if the Department determines the proposed substitute's prior work history, experience and education is satisfactory to fulfill the position's responsibilities. If granted, the waiver will be provided to the Provider in writing.

C.2.2. Professional Qualifications

C.2.2.1. The Provider shall ensure that all staff possesses adequate education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines.

C.2.2.2. The Provider shall comply with applicable rules, statutes, and licensing standards with regard to professional qualifications.

C.2.2.3. The Provider shall comply with §§ 394.4572(1)(a) and 397.451, F.S., with regard to screening and fingerprinting of mental health and substance abuse personnel.

C.2.2.4. The Provider shall ensure that all staff are trained regularly in areas of forensic practice that require special expertise, including risk assessment; competency assessment; Competency Restoration; and legal standards. Qualified treatment Facility staff designated as responsible for completing competency evaluations must complete the Florida Adult Forensic Examiner Training course offered by the Florida Mental Health Institute within one year of employment and, until the employee has completed the training, reports must be co-signed by a qualified person who has completed the training. The Provider shall ensure that all staff having responsibilities for competency to proceed training, evaluation or reporting follow Department procedures established in CFOP 155-19.

C.2.2.5. The Provider shall ensure screening of all mental health service personnel employed by the Provider to the same extent as if such personnel were employees of the Department, to the end that the employees of the Provider must meet the same standards set forth in chapter 435, F.S., as may be amended from time to time. Prospective employees must also successfully pass a pre-employment medical examination prior to placement. The examination will include, at a minimum, a Purified Protein Derivative (PPD) screening for Tuberculosis or chest x-ray and serology.

C.2.2.6. The Provider shall ensure that positions or work assignments requiring the maintenance of an active license, registration, or certification (including driver's or chauffeur's licenses) are maintained on a current basis by the personnel in these positions. As an example, security officers must be certified as state correctional officers.

C.2.3. Reports

The Provider shall submit to the Department the following reports as specified in **Exhibit C1** by the dates specified therein. The Provider shall submit all documentation and reports required by the

Contract in the form and manner prescribed by the Department. The Department reserves the right to request additional information as necessary to support contract administration, oversight, and compliance.

C.2.3.1. Daily Reports

The Provider shall submit the following daily reports via email to the Forensic Admissions Coordinator at the Forensic Admissions Office in the Mental Health Program Office in Tallahassee:

C.2.3.1.1. Daily Census

Admissions, transfers, and discharges occurring during the current business day prior to 3:00 pm.

C.2.3.1.2. Updated Daily Census

Admissions, transfers, and discharges occurring after 3:00 pm on the previous business day by 10:00 a.m. the following business day.

C.2.3.1.3. Individuals Awaiting Return to Court

Residents who have been determined to be competent and are awaiting return to court in their respective jurisdiction.

C.2.3.2. Monthly Summary Report

The Provider shall submit a Monthly Summary Report detailing, at a minimum, the following:

C.2.3.2.1. Treatment Program Data

The number of Residents served in each component of the treatment program for the month and year-to-date, including the following data:

C.2.3.2.1.1. Number of Residents discharged, including a utilization report and aftercare plan data;

C.2.3.2.1.2. Number of critical incidents and high-risk behaviors; and

C.2.3.2.1.3. Number of grievances filed, with resolution noted.

C.2.3.2.2. Law Enforcement Contacts

The number of times per month law enforcement is on Facility grounds at the request of the Provider or a Resident.

C.2.3.2.3. Emergency Medical Services Contacts

The number of times per month Emergency Medical Services is on Facility grounds, including life flight type emergency services. This reporting does not include non-emergency medical transports.

C.2.3.2.4. Resident-Related Property Damage

The cost of any property damage resulting from aggressive or violent acts by a Resident and the number of events involved.

C.2.3.2.5. Performance Measures

Progress toward meeting targets and outcomes for all performance measures and required outcomes listed in **Exhibit E**. If a performance target is not met, a detailed explanation must be included.

C.2.3.2.6. Medication Utilization

A summary of medication utilization, including the number of Residents being treated, the brand and generic name of each medication, and categorized by medication type for each of the following:

C.2.3.2.6.1. Psychotropic medication; and

C.2.3.2.6.2. STAT IM medication (Intramuscular medication to be immediately administered in Emergency Treatment Order (ETO) situations as outlined in CFOP 155-1.).

C.2.3.2.7. Inspection Reports and Corrective Action Plans from Outside Agencies

A copy of all inspection or audit reports performed by any outside agency or entity that occurred during the reported month. If the inspection or audit report requires a Correct Action Plan (CAP), the Provider shall submit a copy of the approved CAP.

C.2.3.3. Monthly Data

The Provider shall electronically submit all data required, in FASAMS 155-2, to the Department by the 15th of each month. Each month, the Provider shall review the Department's file upload history in the SAMH Data System to determine the number of records accepted, updated, and rejected. Based on this review, the Provider shall correct the erroneous records for resubmission in the SAMH Data System within 60 days after submission.

C.2.3.4. Monthly Staffing Report

The Provider shall submit a Monthly Staffing Report, in a format approved by the Department, upon Contract execution and thereafter on a monthly basis, or more frequently upon the Department's request. The report shall identify all personnel assigned to perform services under this Contract and all required positions, including unique position numbers, position titles, full-time equivalent (FTE) status, employment status (e.g., full-time, part-time, temporary, contract, per diem, or agency staff), work location, and shall clearly distinguish actual staffing levels from the minimum staffing requirements set forth in **Exhibit C2.**

The report shall also identify all vacant required positions, including the date each position became vacant, the date each vacancy was filled, the method by which the vacancy was filled (e.g., full-time hire, per diem, temporary agency, or contract staff), and any applicable vacancy deduction calculations in accordance with **Sections C.2.1.3, C.2.1.4** and **F.3.1.**

C.2.3.5. Quarterly Report

The Provider shall submit a Quarterly Report detailing, at a minimum, the following:

C.2.3.5.1. Pharmacy and Therapeutics (P & T) Committee Meeting Minutes;

C.2.3.5.2. Infection Control;

C.2.3.5.3. Mortality Review Report;

C.2.3.5.4. Power, water, sewage, and gas usage (per building, per month); and

C.2.3.5.5. Facilities Maintenance Activities.

C.2.3.6. Annual Reports

C.2.3.6.1. Subcontractors List

The Provider shall submit an annual updated and fully comprehensive list of Subcontractors and a copy of each current agreement.

C.2.3.6.2. Department of Environmental Protection Report

The Provider shall submit an annual report detailing, at a minimum, the following:

C.2.3.6.2.1. Bio-hazardous waste;

C.2.3.6.2.2. Hazardous waste; and

C.2.3.6.2.3. Related storage tank notifications and permits; including:

C.2.3.6.2.3.1 Tank closure;

C.2.3.6.2.3.2 Tank reclassification; and

C.2.3.6.2.3.3 Leak or spill detection.

C.2.3.6.3. Facilities Maintenance Report

The Provider shall submit an annual report detailing the total labor and materials cost for the maintenance of the Facility for the preceding year, detailed by division (electrical, mechanical, plumbing, structural, site, roofing, painting, fencing, electronics, lock and key, etc.)

C.2.3.6.4. Operating Plan Summary

The Provider shall submit an annual detailed summary of activities and outcomes from the previous approved Annual Operating Plan.

C.2.3.6.5. Operating Plan

The Provider shall submit an Annual Operating Plan for the new state fiscal year as detailed in the Provider's **Facility Management Description**.

C.2.3.6.6. State-Owned Lands and Record Information System (FL SOLARIS) Report

The Provider shall submit all data required for the Facilities Inventory Tracking System (FITS) database each state fiscal year from the previous 12 months' operation of the Facility.

C.2.3.6.7. Annual Independent Financial Audit

The Provider shall, at its sole cost and expense, obtain and complete an annual independent financial audit of its financial records and operations related to the performance of this Contract. The audit shall be conducted by an independent Certified Public Accountant (CPA) licensed to practice in the State of Florida and performed in accordance with generally accepted auditing standards (GAAS) and any other auditing standards applicable to the Provider or Contract, including generally accepted government auditing standards (GAGAS), when required by applicable state or federal law, rule, regulation, or funding requirements.

The Provider shall provide a complete copy of the final audit report, including any management letter, findings, recommendations, and the Provider's corrective action plan, if applicable, to the Department's Contract Manager within one hundred eighty (180) calendar days following the end of the Provider's fiscal year, or within thirty (30) calendar days of receipt of the audit report, whichever occurs first.

The Provider shall include all costs associated with the annual independent financial audit within the Provider's proposed Contract amount. The completion of the audit shall not constitute a basis for an increase in the Contract amount, applicable rates, or additional compensation from the Department.

If the audit identifies material weaknesses, significant deficiencies, questioned costs, or findings related to the Provider's financial management or performance under this Contract, the Provider shall submit a written corrective action plan to the Contract Manager within thirty (30) calendar days of issuance of the final audit report and shall implement all approved corrective actions within the timeframe established by the Department.

Upon request by the Department, the Provider shall participate in a meeting with the Department to present and discuss the results of the annual independent financial audit. The presentation shall be conducted by the Provider's Chief Financial Officer, an equivalent senior financial representative, or another representative approved by the Department.

The audit presentation shall include, at a minimum:

C.2.3.6.7.1. A summary of the scope and results of the audit;

C.2.3.6.7.2. Any material weaknesses, significant deficiencies, questioned costs, findings, or management letter comments;

C.2.3.6.7.3. The Provider's response to each finding or recommendation;

C.2.3.6.7.4. The status of any corrective actions;

C.2.3.6.7.5. Any financial conditions or trends that may affect the Provider's ability to perform the Contract; and

C.2.3.6.7.6. Any additional financial information requested by the Department related to the audit or the Provider's performance under the Contract.

The Department reserves the right to request additional financial records or supporting documentation as necessary to verify the Provider's compliance with the terms of this Contract, and the Provider shall make such records available upon request.

The Provider shall make its independent auditor available to participate in the audit presentation or respond to Department questions when requested by the Department, subject to reasonable scheduling requirements.

C.2.3.7. Joint Commission and Accreditation Report

The Provider shall submit a copy to the Department of any report pertaining to the Facility issued by The Joint Commission (TJC) Behavioral Health Care accreditation or any other accreditation agency.

C.2.3.8. Continuity of Operations Plan (COOP)

The Provider shall maintain a Continuity of Operations Plan (COOP) designed to ensure the ongoing provision of services during emergencies, disasters, or other service disruptions. The Provider shall notify the Department of any activation of the COOP that impacts facility operations.

C.2.3.9. Other Reports

The Provider shall submit the following reports to the appropriate recipient, as necessary, pursuant to Department, state or federal guidelines and submit a copy to the Department:

C.2.3.9.1. Notice of Property Loss;

C.2.3.9.2. Safe Medical Device Incidents; and

C.2.3.9.3. Tuberculosis Report.

C.2.3.10. Ad Hoc and Additional Reporting Requirements

The Provider shall submit additional ad hoc reporting pertaining to the services and activities rendered should the Department determine this to be necessary. Any permanent reporting requests shall be addressed through a formalized Contract amendment.

C.2.4. Electronic Health Record System

C.2.4.1. Electronic Health Record System Requirement

The Provider shall implement, operate, maintain, and support an electronic health record system (EHR System) sufficient to document and support all clinical, medical, psychiatric, nursing, pharmacy, treatment planning, competency restoration, discharge planning, resident care, and other health-related services required under this Contract.

The EHR System shall comply with all applicable federal and state laws, rules, regulations, Department operating procedures, licensure requirements, accreditation standards, privacy requirements, security requirements, and record-retention requirements.

C.2.4.2. Department Access

The Provider shall grant authorized Department employees, agents, auditors, monitors, investigators, and other Department-authorized representatives secure access to the EHR System throughout the term of the Contract**.**

At a minimum, Department access shall permit authorized users to:

C.2.4.2.1. View and review Resident records;

C.2.4.2.2. Review clinical, medical, psychiatric, nursing, pharmacy, treatment, and discharge documentation;

C.2.4.2.3. Conduct Contract monitoring, quality assurance, utilization review, investigations, audits, and compliance activities;

C.2.4.2.4. Verify the accuracy and completeness of information reported to the Department;

C.2.4.2.5. Generate or access reports available within the EHR System; and

C.2.4.2.6. Review audit logs and system activity when necessary for Contract oversight, investigation, security review, or compliance purposes.

Unless otherwise approved in writing by the Department, Department access shall be read-only and shall not permit Department users to alter Provider clinical records.

C.2.4.3. User Accounts and Access Administration

The Provider shall create, modify, suspend, and terminate Department user accounts as directed by the Department. The Provider shall provide Department access at no additional cost to the Department.

The Provider shall provide sufficient licenses, user accounts, permissions, training, documentation, and technical support to allow authorized Department personnel to access and use the EHR System for Contract oversight purposes.

Department access shall be available twenty-four (24) hours per day, seven (7) days per week, except during approved scheduled maintenance or documented emergency outages.

C.2.4.4. System Availability and Outages

The Provider shall notify the Department promptly of any EHR System outage, disruption, security incident, data loss, or other event that materially affects access to Resident records or the Provider's ability to perform services under this Contract.

For any material outage, the Provider shall provide the Department with:

C.2.4.4.1. The date and time the outage began;

C.2.4.4.2. The anticipated duration;

C.2.4.4.3. The cause, if known;

C.2.4.4.4. The affected functions or records;

C.2.4.4.5. The interim process used to maintain continuity of care and documentation; and

C.2.4.4.6. The corrective action taken to restore the system and prevent recurrence.

C.2.4.5. Interoperability with Department Systems

The Provider's EHR System shall be capable of exchanging data with the Department's existing and future information systems, including any future centralized or enterprise electronic health record system designated by the Department.

Upon written direction from the Department, the Provider shall cooperate with the Department and its contractors in the planning, design, development, configuration, testing, implementation, validation, operation, maintenance, and modification of interfaces between the Provider's EHR System and Department-designated systems.

C.2.4.6. Interoperability Standards

The Provider shall support data exchange using standards, formats, protocols, interfaces, and technologies approved by the Department, which may include, but are not limited to:

C.2.4.6.1. Health Level Seven International standards;

C.2.4.6.2. Fast Healthcare Interoperability Resources;

C.2.4.6.3. Application programming interfaces;

C.2.4.6.4. Secure file transfer protocols;

C.2.4.6.5. Standardized clinical terminology and coding systems; and

C.2.4.6.6. Other Department-approved data exchange standards.

The Department shall have the right to establish the data elements, transmission frequency, technical specifications, file formats, security requirements, testing standards, and implementation schedule applicable to each interface.

C.2.4.7. Future Department Centralized EHR System

If the Department implements a centralized or enterprise EHR System during the term of this Contract, the Provider shall cooperate with the Department's transition and integration activities. Such cooperation shall include, as directed by the Department:

C.2.4.7.1. Participating in planning and requirements meetings;

C.2.4.7.2. Providing system documentation and technical information;

C.2.4.7.3. Mapping data elements and workflows;

C.2.4.7.4. Developing, configuring, or supporting interfaces;

C.2.4.7.5. Participating in system, interface, security, and user-acceptance testing;

C.2.4.7.6. Correcting interface errors and data-quality issues;

C.2.4.7.7. Supporting data conversion, migration, validation, and reconciliation;

C.2.4.7.8. Training Provider personnel; and

C.2.4.7.9. Implementing revised clinical, administrative, or reporting workflows required by the Department.

C.2.4.8. Data Ownership

All Resident records, Contract-related data, reports, files, images, attachments, metadata, audit logs, and other information created, received, maintained, or stored in connection with the performance of this Contract shall remain available to the Department and shall be subject to the Department's rights under the Contract and applicable law.

Nothing in this section shall be construed to give the Provider an ownership interest that limits the Department's right to access, use, receive, retain, disclose, transfer, or migrate Contract-related data in accordance with applicable law.

C.2.4.9. Data Export

The Provider shall provide Contract-related data to the Department in a complete, accurate, usable, and Department-approved electronic format upon request and at no additional cost to the Department.

The Provider shall not condition the release, export, transfer, or migration of Contract-related data upon payment of additional fees, execution of an additional agreement, or approval by a third-party EHR vendor.

C.2.4.10. Transition and Contract Termination

Upon expiration or termination of the Contract, or upon implementation of a Department-designated centralized EHR System, the Provider shall support the orderly transition, export, conversion, validation, reconciliation, and transfer of all Contract-related EHR data to the Department or its designee.

The Provider shall continue to provide the Department access to the EHR System and Contract-related records during the transition period and for any additional period required by the Department, applicable law, record-retention requirements, or the approved Transition Plan.

C.2.4.11. Third-Party EHR Agreements

The Provider shall ensure that any agreement with an EHR vendor, subcontractor, hosting provider, software licensor, or other third party permits the Provider to fully comply with this section.

The Provider shall not enter into or maintain any agreement that restricts the Department's access to Contract-related records or prevents data exchange, export, migration, transition, or integration required under this Contract.

The Provider remains fully responsible for compliance with this section regardless of whether the EHR System is owned, licensed, hosted, maintained, or supported by a third party.

C.2.5. Inspections

The Provider shall comply with any inspection of the Facility by the State Fire Marshal, Agency for Health Care Administration, Department of Health, Department of Insurance, Department of Children and Families, or any other state governmental agency.

C.2.5.1. Department of Children and Families

The Department has the right to inspect and test all Facility management services required by the sublease or this Contract; however, the Department shall perform such inspections and tests in a manner that will not unduly disrupt the operation of the Facility.

C.2.5.1.1. The Provider shall rectify any Facility management services that are determined to not conform to Contract requirements, at no cost to the Department, within ninety (90) days from deficiency documentation unless otherwise specified in writing by the Department.

C.2.5.1.2. For Major Repairs requiring an extended timeframe over ninety (90) days, the Provider shall submit a written plan for corrective action (plan) within thirty (30) days of deficiency documentation. The plan must include a projected time frame for corrective repair and must be approved by the Department.

C.2.5.1.3. If the Provider fails to perform any service or to take the necessary action to ensure future performance in conformance with Contract requirements, the Department will perform the service and deduct the cost incurred in doing so from the Provider’s next payment(s) due under the provisions of this Contract.

C.2.5.1.4. The Department will conduct annual inspections of the Facility to monitor and evaluate Facility operations, maintenance, and repair programs. The Department will conduct follow-up inspections as required.

C.2.5.1.5. The Provider shall complete corrective actions within the required time frames for identified deficiencies. The Provider shall not be obligated to take corrective actions necessitated by conditions that exist at the Facility on the date that the Provider takes possession.

C.2.5.2. State Fire Marshal and Department of Health

The State Fire Marshal and the Department of Health conduct surveys to monitor compliance with issues that fall within the general responsibility of Facility management, but their visits will likely occur at different times. For example, the State Fire Marshal conducts an annual survey, while the Department of Health conducts quarterly surveys for food services and an annual survey for all occupied buildings.

C.2.6. Indigent Drug Program

If the Provider receives funding under the Indigent Drug Program, the Provider must:

C.2.6.1. Ensure that all funds allocated for use of purchasing psychotropic medications or medications accessed through line of credit from the Indigent Drug Program (IDP) are used for individuals who meet any of the following criteria:

C.2.6.1.1. Have an annual income that is at or below one hundred and fifty percent (150%) of the Federal Poverty Income Guidelines, as published annually in the Federal Register;

C.2.6.1.2. Have no liable third-party insurance or other source of psychotropic medications available, nor is the individual a participant in a program where psychotropic medications are paid for by any other funding source; or

C.2.6.1.3. If the individual has third party insurance for psychotropic medications but has temporarily been denied benefits for these medications, they may receive IDP medications until such time as eligibility has been reestablished.

C.2.6.2. Actively participate in patient assistance programs for atypical antipsychotic medications offered by Eli Lilly, AstraZeneca, Janssen or other pharmaceutical manufacturers that agree to participate in the Indigent Psychiatric Medication Reform Plan and are made known to the Provider.

C.2.6.3. Participate in training as directed by the Department for the purposes of explaining how to access participating manufacturers' patient assistance programs.

C.2.7. Transportation Disadvantaged

The Provider 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 Contract will be used to transport clients.

C.2.8. Resident Bank Accounts and Welfare Trust Fund

The Provider shall establish Resident bank accounts for the purpose of facilitating Resident purchases such as canteen items. The Provider shall allow the Department or its designee to audit such accounts at any reasonable time. The Provider shall establish a welfare trust fund to receive and hold funds donated or otherwise generated for the general welfare of the Residents. The Provider shall follow the Department's **Accounting Procedures Manuals, 7 APM 6 and 7 APM 2 (Attachment III)**, incorporated herein by reference. Department personnel or their designees, upon request, may review all records relating to this section. Any shortage of client funds that are attributable to the Provider shall be repaid, plus applicable interest, within one week of the determination. Notwithstanding 7 APM 6, Section 15, the Provider shall maintain all reconciliation records on-site for review.

C.2.9. Protective Investigator

The Department reserves the right to appoint a Protective Investigator (PI), for which the Provider shall ensure a secure on-site office workspace. This workspace shall include, at a minimum, internet access and a telephone.

C.2.10. Fee Collection

The Provider shall administer the Department's maintenance fee program in accordance with the provisions of § 402.33, F.S., and the Department's CFOP 55-7. As such, the Provider shall:

C.2.10.1. Determine the ability of each Resident to pay for services provided;

C.2.10.2. Record the liability into the Department's Maintenance Fee Collection system in a timely manner;

C.2.10.3. Distribute invoices to responsible parties;

C.2.10.4. Receive and receipt the resulting collections;

C.2.10.5. Record the collections in the Maintenance Fees Collection system;

C.2.10.6. Deposit the funds into the State Treasury; and

C.2.10.7. Collection of delinquent accounts.

Funds collected shall become the property of the Department and used, to the extent of the budget allocated to the Facility and the services provided, for payments to the Provider.

The Provider shall electronically submit the following reports according to the due dates below:

EXHIBIT C1 – REQUIRED REPORTS

The Provider shall electronically submit the following reports according to the due dates below:

Report	Citation	Due Date	Submit to:
Insurance Certificate	Section 4.8.4.	Upon Contract execution, insurance renewal, or insurance replacement.	Contract Manager
Employment Screening Affidavit	Section 4.16.2.	Upon Contract execution and annually thereafter	Contract Manager
Civil Rights Compliance Checklist – Form CF 946	Section 4.1.1.3.	Upon Contract execution and annually thereafter	Contract Manager
Equipment and Property Inventory List	Section 10.2.	Upon Contract execution, Contract termination and July 1st of each year	Contract Manager
Emergency Preparedness Plan	Section 9.2.	Upon Contract execution and annual thereafter	Contract Manager
Daily Census	Section C.2.3.1.1.	Daily by 3:00 pm Monday through Friday (excluding state holidays)	Forensic Admissions Coordinator
Updated Daily Census	Section C.2.3.1.2.	As needed, by 10:00 am Monday through Friday (excluding state holidays)	Forensic Admissions Coordinator
Individuals Awaiting Return to Court	Section C.2.3.1.3.	Daily by 3:00 pm Monday through Friday (excluding state holidays)	Forensic Admissions Coordinator
Monthly Summary Report	Section C.2.3.2.	By the 15th of each month following the month of service delivery	Contract Manager
Monthly Data	Section C.2.3.3.	By the 15th of each month following the month of service delivery	SAMH Data System
Monthly Staffing Report	Section C.2.3.4.	Upon Contract execution and by the 15th of each month following the month of service delivery	Contract Manager
Quarterly Report	Section C.2.3.5.	Quarterly by the following dates: • October 15th	Contract Manager

		• January 15th • April 15th • July 15th	
Major Repair or Replacement Reserve Fund Report	Section B.7.6.5	Quarterly by the following dates: • October 15th • January 15th • April 15th • July 15th	Contract Manager
Subcontractors List & Current Contract(s)	Section C.2.3.6.1.	By July 31st of each year	Contract Manager
Department of Environmental Protections Report	Section C.2.3.6.2.	By July 31st of each year	Contract Manager
Facilities Maintenance Report	Section C.2.3.6.3.	By July 31st of each year	Contract Manager
Operating Plan Summary	Section C.2.3.6.4.	By July 31st of each year	Contract Manager
Operating Plan	Section C.2.3.6.5.	By July 31st of each year	Contract Manager
FL SOLARIS	Section C.2.3.6.6.	June 1st of each year	Contract Manager
Annual Independent Financial Audit and Audit Presentation	Section C.2.3.6.7.	180 days after the end of the Provider year or within 30 days of receipt of the audit report, whichever occurs first Audit presentation: Within thirty (30) calendar days of the Department's request, unless another timeframe is approved by the Department.	Contract Manager
Joint Commission and Accreditation Report	Section C.2.3.7.	Within 1 business day of receiving the report.	Contract Manager
COOP Plan	Section C.2.3.8.	Upon Department Request	Contract Manager
Transition Plan	Section A.4.2.1.	No later than 9 months from the contract end date	Contract Manager
Comprehensive Facility Inspection Report	Section B.7.6.8	No later than 60 days from the contract end date	Contract Manager
Monthly Services Invoice	Section F.2	The 15th of each month following the month of service delivery	Contract Manager

EXHIBIT C2 – SFETC MINIMUM STAFFING PLAN

South Florida Evaluation and Treatment Center	
Position Title	**FTEs – 249 Beds**
Administration (8)	
Administrator	1
Assistant Administrator	1
Advocate	1
Compliance Officer	1
Legal Assistant	1
Executive Assistant	1
Performance Improvement Coordinator	1
Risk Manager	1
Business / Support (14.5)	
Business Manager	1
Assistant Business Manager	1
Warehouse Coordinator	1
Business Clerk	1
Purchasing Coordinator	1
Mailroom Coordinator	1
Administrative Assistant	1.5
Human Resources Manager	1
Human Resources Generalist	1
Human Resources Specialist	1
Payroll Coordinator	2
Information Technology Manager	1
Laundry Coordinator	1
Maintenance (7)	
Facility Maintenance Director	1
Administrative Assistant	1
Maintenance Technician (level system I, II, III)	5
Healthcare (184.1)	
Medical Executive Director	1
Primary Care Physician	2

Psychiatrist	5
Clinic RN	1
Phlebotomist	1
Radiology Technician	1
Dentist	0.8
Dental Assistant	0.8
Psychologist	4
Admission and Discharge Coordinator	1
Medical NP/PA	1
Director of Clinical Services	1
Administrative Assistant	1
Medical Records Coordinator	1
Medical Records Clerk	1
Transcriptionist	1
Director of Nursing	1
Assistant Director of Nursing	1
Scheduling Coordinator	2
Administrative Assistant	1
Nurse Supervisor	4
Registered Nurse	28.2
Clinical Coordinator	1
Nurse Educator	0.5
Licensed Practical Nurse	21
Mental Health Technician	100.8
Treatment / Mental Health (30)	
Director of Social Services	1
Social Services Care Coordinator	5
Aftercare Specialist	1
Recovery Plan Coordinator	4
Rehabilitation Specialist (I, II, or III)	6
Substance Use Disorder Counselor (I and II)	2
Rehabilitation Specialist I	8
Rehabilitation Specialist II	1

Rehabilitation Coordinator	1
Director of Social Services	1
Food Service (15)	
Food Service Director	1
Dietician	1
Cook	5
Food Service Production Supervisor	1
Food Service Assistant	7
Security (62.5)	
Security and Safety Director	1
Shift Supervisor (I and II)	5
Control Center	8
Perimeter Patrol	4.8
Front/Rear Entry	3.2
Programs/Housing	17
Utility Responders	11.2
Transport	6.8
Custody Technician	1
Custody Officer	4.5
TOTAL STAFF	**322.1**

EXHIBIT D – DELIVERABLES

D.1. SERVICE UNITS

A service unit is an Available Bed to provide the services specified in the **Providers Program Description**, and as defined in **A1.1.**

D.2. SERVICE TARGETS

D.2.1. The Provider shall provide **249** Available Beds per day at the Facility. The Department, in its sole discretion, reserves the right to increase service target up to the Facility's rated maximum occupancy.

D.2.2. The Provider shall maintain the minimum staffing level of **322.10** FTEs to support safe and continuous operations of available beds as specified in **Exhibit C2**.

D.3. DELIVERABLES

The Provider shall demonstrate adequate delivery of the service target in **D.2**, through submission of an invoice.

D.4. PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES

D.4.1. Satisfactory performance shall be demonstrated by the provision of the minimum qualified staff to provide services, as specified in **Exhibit C2**. To attain this measure, the Provider shall ensure that any required position does not remain vacant, as defined in **C.2.1.4**, beyond thirty (**30**) days.

D.4.2. In the event the Provider fails to achieve the minimum performance measure in **D.4.1.**, the Department shall apply the provisions of **F.3.**

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E.1. MINIMUM PERFORMANCE MEASURES

Each state fiscal year, the Provider shall meet the legislative or Department mandated performance standards and required outcomes specified below:

E.1.1. The average number of days to Competency Restoration for adults in forensic commitment shall be less than or equal to ninety (90) days.

E.1.2. The percent of adults who are adjudicated NGI who show an improvement in functional level shall be greater than or equal to sixty-three percent (63%).

E.1.3. The Provider shall maintain sufficient staffing in accordance with the minimums set forth in **Exhibit C2** to support the delivery of services required under this Agreement. The Provider shall maintain a monthly vacancy rate for the minimum required positions that does not exceed five percent (5%).

E.2. PERFORMANCE MEASUREMENT TERMS

The FASAMS 155-2 provides the definitions of the data elements used for various performance measures and contains policies and procedures for submitting the required data into the SAMH Data System.

E.3. PERFORMANCE EVALUATION METHODOLOGY

The Provider shall collect information and submit performance data and individual client outcomes to the SAMH Data System in compliance with FASAMS 155-2 requirements. Performance outcome results are drawn from this system by Department staff and are reported back to the Provider monthly. The specific methodologies for each performance measure are as follows:

E.3.1. For the measure in **E.1.1.**, the days to restore is calculated for each individual by subtracting the admission date from the date the competency report was sent to the court. The days to restore are then ranked, and the top 5 percent and the bottom 5 percent of cases are removed, for a total of 10%. The sum of those days, after the 10 percent is removed, is the numerator. The denominator is the total number of clients remaining after the 10 percent is removed for whom days to restore to competency has been calculated.

E.3.2. For the measure in **E.1.2.**, the denominator is the number of people who had two scores reported for comparison. The numerator is the number of people who showed improvement.

E.3.3. For the measure in **E.1.3.**, the denominator is the total number of minimum required FTE positions required under **Exhibit C2**. The numerator is the number of minimum required positions identified in **Exhibit C2** that have remained vacant for more than thirty (30) calendar days during the reporting month. (Numerator ÷ Denominator) × 100 = Monthly Vacancy Rate (%).

E.4. If the Provider does not meet the same measure for three (3) or more consecutive quarters, the Department shall apply the provisions of **6.1**. Corrective active plans required under **6.1.** may result in a reduction in future funding under this Contract, at the Department's sole discretion.

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EXHIBIT F – METHOD OF PAYMENT

F.1. MINIMUM FINANCIAL SPECIFICATIONS

F.1.1. The Provider shall be compensated in the manner set forth herein.

F.1.2. This is a fixed price (unit cost) Contract. Except as expressly provided in **Section F.4** (Legislative Appropriations), the unit rates identified in **Exhibit F1** shall remain fixed during the Contract term. The Department will pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this Contract, subject to the availability of funds.

F.1.3. The Department will pay for the service units at the unit price(s) and limits listed on **Exhibit F1**.

F.2. INVOICE REQUIREMENTS

F.2.1. The Provider shall request payment monthly through submission of an invoice within 15 days following the end of the month for which payment is being requested for the delivery of service.

F.2.2. Invoices must be dated, signed by an authorized representative of the Provider, and submitted in accordance with the submission schedule in this Contract, with appropriate service utilization and Individuals Served data accepted into the SAMH Data System, in accordance with FASAMS 155-2.

F.2.3. The total number of annual service units paid under this Contract cannot exceed the total number of units as specified on **Exhibit F1**.

F.2.4. The Provider's final fiscal year invoice must reconcile actual service units provided during the Contract period with the amount paid by the Department.

F.2.5. The Provider shall submit a final invoice for payment no later than 30 days after the expiration of this Contract or after this Contract is terminated. Failure to do so will result in a forfeiture of all right to payment and the Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until the Final Monthly Summary Report has been submitted and approved by the Department.

F.3. ADDITIONAL FINANCIAL CONSEQUENCES

The following Financial Consequences apply in addition to the Financial Consequences set forth in **6.1** of this Contract. Any Financial Consequences assessed under this Contract shall be deducted from the total Contract amount, and the Department's total payment obligation shall be reduced by the amount of the Financial Consequences assessed.

F.3.1. Vacancy Rate Standard.

The Provider shall maintain a monthly staff vacancy rate of no more than five percent (5%) of the minimum staffing levels established in **Exhibit C2**. The vacancy rate shall be calculated using all positions listed in **Exhibit C2** under this Agreement that have been vacant more than 30 calendar days.

If the monthly vacancy rate exceeds five percent (5%), the Provider's monthly payment shall be reduced according to the financial consequence in the Monthly Vacancy Rate Financial Consequence Tiered Penalty table. If the Provider exceeds the allowable vacancy rate in consecutive months, a financial consequence in the Escalating Repeated Penalties table shall also be applied to the Provider's monthly invoice.

F.3.1.1. Monthly Vacancy Rate Financial Consequence Tiered Penalty

Percentage of Vacancy	Financial Consequence
0–5%	**1%** payment reduction
6–9%	**3%** payment reduction
10–14%	**5%** payment reduction
15% or more	**7%** payment reduction plus corrective action plan and technical assistance

F.3.1.2. Escalating Repeated Penalties

Time Period	Financial Consequence
One Month	The standard Monthly Vacancy Rate Financial Consequence Tiered Penalty payment reduction applies.
Two Consecutive Months	The standard Monthly Vacancy Rate Financial Consequence Tiered Penalty payment reduction increases by ten percent (10%)
Three Consecutive Months	The standard Monthly Vacancy Rate Financial Consequence Tiered Penalty payment reduction increases by twenty percent (20%), and the Provider shall submit a corrective action plan;
Four Consecutive Months	The standard Monthly Vacancy Rate Financial Consequence Tiered Penalty payment reduction increases by thirty percent (30%)
Five Consecutive Months or more	The Department may, at its discretion, increase the standard Monthly Vacancy Rate Financial Consequence Tiered Penalty payment reduction by fifty percent (50%), or withhold the entire monthly payment, or terminate the Agreement for cause.

F.3.2. Limitation on Per Diem Staffing and Financial Consequences

F.3.2.1. Temporary, agency, registry, contract, traveler, and per diem staff shall not exceed fifteen percent (15%) of worked hours for any staffing category during a month without prior written approval from the Department.

F.3.2.2. The Provider shall make reasonable efforts to recruit, hire, and retain permanent employees and shall not rely on per diem staff as a substitute for maintaining approved staffing levels.

F.3.2.3. The Provider shall maintain a monthly Per Diem Staffing Rate of no more than fifteen percent (15%) of total hours worked. If the Provider exceeds the fifteen percent (15%) threshold in any month, the Department may assess financial consequences. If the Provider exceeds the allowable fifteen percent (15%) Per Diem Staffing Rate during any month without prior written approval from the Department, the Department shall reduce the monthly payment by an amount equal to two hundred percent (200%) of the portion of the Provider's total monthly Per Diem Staff cost that exceeds the allowable fifteen percent (15%) threshold. The reduction shall be calculated as follows:

(a) Determine the total amount paid by the Provider for all Per Diem Staff during the applicable month.

(b) Determine the allowable Per Diem Staff amount representing fifteen percent (15%) of the month's total staffing for the applicable staffing categories.

(c) Calculate the excess Per Diem Staff amount by subtracting the allowable amount determined in subsection (b) from the total amount determined in subsection (a).

(d) The Department shall reduce the monthly payment by an amount equal to two hundred percent (200%) of the excess Per Diem Staff amount.

F.3.3. If at any time, the Provider ceases to have or fails to attain good standing with The Joint Commission (TJC) Behavioral Health Care accreditation, the Department shall apply additional financial consequences. The Provider’s monthly payment shall be reduced according to the following specifications.

F.3.3.1. For the first 90-day period in which it does not have good standing, the financial consequence shall be equivalent to 0.10% percent (one-tenth of one percent) of the annual Contract amount for the fiscal year.

F.3.3.2. For each consecutive 90-day period thereafter, the financial consequence shall increase by an additional 0.10% percent (one-tenth of one percent), assessed each 90-day period until the Provider attains good standing. As used herein, good standing means accreditation with

commendation or accreditation with or without type I recommendations. It will be the Provider's responsibility to notify the Department's Contract Manager within 24 hours of any notification by The Joint Commission (TJC) Behavioral Health Care accreditation that it has either lost accreditation or received conditional accreditation.

F.3.4. Financial consequences shall not result in a reduction in the Provider's contracted level of service.

F.3.5. The Department reserves the right to withhold from the final invoice any funds necessary to complete repairs or replacement of equipment or property at the Facility not performed to the Department's satisfaction by the Provider, in accordance with the terms and conditions of this Contract.

F.4. LEGISLATIVE APPROPRIATIONS

F.4.1. All funding provided under this Contract is contingent upon and subject to legislative appropriation. The Department's obligation to make payments under this Contract is limited to funds appropriated by the Legislature and made available for this purpose. Any increase, decrease, elimination, or other modification of legislative appropriations may require or authorize a corresponding amendment to this Contract, including **Exhibit F1 (Pricing Schedule)**, applicable bed-day rates, unit rates, and the total funding available under this Contract. No legislative appropriation shall modify the Contract unless implemented through a written Contract amendment executed in accordance with the Contract.

F.4.2. The Department may submit legislative budget requests (LBR), supported by documentation provided by the Provider, as applicable, for additional funding under this Contract. Submission of an LBR does not guarantee that funding will be appropriated or that the Provider will receive additional funding. The Department may submit an LBR for additional funding, under the following conditions:

F.4.2.1. To seek funding to reimburse the Provider for the cost of a necessary Major Repair or Replacement of equipment or property exceeding $250,000. The Department's submission of a legislative budget request does not guarantee that funding will be appropriated or that the Provider will be reimbursed.

F.4.2.2. To support a project rate increase based on documented increases in the Provider's actual expenditures.

F.4.2.3. To support an annual recurring cost-of-living (COLA) adjustment of three percent (3%), subject to Department approval and available appropriations.

F.4.2.4. To support a recurring project rate increase for each state fiscal year, subject to available appropriations.

F.4.2.5. Legislative Rate Adjustments

If the Florida Legislature appropriates additional funding for this Contract through the General Appropriations Act, implementing legislation, an approved Legislative Budget Request, a Cost-of-Living Adjustment (COLA), a Labor and Benefit Rate (LBR) adjustment, or another legislatively authorized reimbursement increase applicable to the services provided under this Contract, the Department may amend this Contract, including **Exhibit F1 (Pricing Schedule)**, applicable bed-day rates, unit rates, and the total Contract amount, to implement the legislative action. Any such adjustment shall be limited to the amount, purpose, scope, and period authorized by the legislative appropriation and shall be implemented through a written Contract amendment executed by the parties. To the extent permitted by applicable law, such an amendment may be implemented without additional competition or a new procurement.

F.4.3. Strategic Future Capacity Expansion

The Department may utilize the Awarded Strategic Future Capacity Expansion Proposal to support future planning efforts, legislative budget requests, or future Contract amendments.

Any future expansion services shall be separately negotiated and shall not commence unless authorized through a written Contract amendment executed by both parties and supported by available legislative appropriations.

Nothing contained in the Awarded Strategic Future Capacity Expansion Proposal shall modify the Provider's obligations under this Contract unless specifically incorporated through a subsequent written Contract amendment.

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EXHIBIT F1 – PRICING SCHEDULE

EXHIBIT F2 – SFETC INVOICE

ATTACHMENT I
SFETC Program Description

1.

ATTACHMENT II
SFETC Facility Management Description

1.

ATTACHMENT III
Accounting Procedures Manuals 7 APM 6 and 7 APM 2

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1. General

The department is authorized by law to operate welfare trust funds in both regions and institutions.

Section 402.18(1), Florida Statutes, states for institutions: all moneys now held in any auxiliary, canteen, welfare, donated, or similar fund in any **state institution** under the jurisdiction of the Department of Children and Family Services shall be deposited in a welfare trust fund, which fund is hereby created in the State Treasury, or in a place which the department shall designate. The money in the fund of each institution of the department, or which may accrue thereto, is hereby appropriated for the benefit, education, and general welfare of clients in that institution. The general welfare of clients includes, but is not limited to, the establishment of, maintenance of, employment of personnel for, and the purchase of items for resale at canteens or vending machines maintained at the state institutions and for the establishment of, maintenance of, employment of personnel for, and the operation of canteens, hobby shops, recreational or entertainment facilities, sheltered workshops, activity centers, farming projects, or other like facilities or programs at the institutions.

Section 402.18(2), Florida Statutes, states for the regions: all moneys now held in any auxiliary, canteen, welfare, donated, or similar fund in any region of the department shall be deposited in a welfare trust fund which is hereby created in the State Treasury, or in a place which the department shall designate. Money in the fund of each region of the department, or which may accrue thereto, is hereby appropriated for the purpose for which the donor intended. Absent specific intentions of donor, such moneys shall be used for programs for the benefit, education, and general welfare of all clients of the department. All sales taxes collected by the department in a region for the Department of Revenue may be deposited into the region's (welfare) trust fund to facilitate preparing consolidated sales tax returns and remittals of sales tax to the Department of Revenue. A receipt can be issued for donations.

The custody of Department of Children and Families (DCF) welfare trust funds are delegated by the Department's Chief Financial officer to the Region Directors and Superintendents of the Institutions. Region Directors/Superintendents may delegate custody of the funds to the appropriate region budget manager or institution business manager.

All requests for the establishment of a welfare trust fund should be coordinated with the Office of Accounting Services and Systems (ASFMS). In 7 APM 1 are detailed instructions regarding the establishment of local bank accounts and accounts in local credit unions and savings and loan associations.

2. References

   a. Section 402.18, Florida Statutes; Local funds; welfare trust funds.

   b. 6 APM 14; Year-End Procedures.

   c. 6 APM 15; Internal Control and Review.

   d. 7 APM 1; Establishing Local Bank Accounts.

   e. 7 APM 3; Client Trust Funds.

3. Definitions

   a. Client Trust Fund - A demand deposit or interest bearing account or a combination thereof outside the State Treasury established for the purpose of administering money or other personal property received by the department for the personal use or benefit of clients of the department. See 7 APM 3.

   b. FLAIR - FLAIR stands for **FL**orida **A**ccounting **I**nformation **R**esource. This is the State of Florida's official accounting system that is maintained by the Department of Financial Services.

   c. Petty Cash Funds - A portion of the authorized fund amount used for incidental expenditures that are better made with cash. Petty cash funds are maintained on an imprest basis and should be regularly reconciled to the authorized amount, by the fund custodian.

   d. Welfare Trust Fund - A demand deposit or interest bearing account or a combination thereof outside the State Treasury for the purpose of accumulating and disbursing funds generated by donations and client activities.

4. Sources of Revenue

   All receipts from the operation of canteens, vending machines, hobby shops, and other such facilities as part of a specific welfare trust fund will be deposited into that welfare trust fund. For example, all receipts from the operation of a canteen or vending machine at an institution will be deposited into the welfare trust fund of the institution where the canteen or vending machines are located. The general ledger code(s) for revenue is 613XX (fees, charges, commissions and sales).

   Money donated for the general benefit of clients will be deposited into the appropriate welfare trust fund. Some donations may be for a specific purpose and must therefore be expended in accordance with the donor's intentions. Other donations are general in nature and may be expended as any other funds that are authorized by the welfare trust

fund law. The general ledger code for donated revenue is 61404 (Welfare Trust Fund Donations).

Sales tax should be collected on taxable sales that are made though welfare trust fund operations and remitted to the Department of Revenue in accordance with procedures of that department.

5. Deposit of Funds

Welfare trust fund moneys may be deposited in any bank, credit union, or savings and loan association authorized by the State Treasury as a qualified public depositor to do business in this state, provided such moneys are available on demand.

Deposits must be made within 24 hours of receipt, except when holidays or weekends intervene. Funds kept overnight must be maintained in a secured location.

6. Investment of Excess Funds

Budget Managers (Region) or Business Managers (Institutions) must invest, in the manner authorized by law, any money in a welfare trust fund that is in excess of current needs. Uninvested balances maintained in the welfare trust fund should not exceed that required for one month's volume of disbursements. The interest earned from such investments must be deposited into the welfare trust fund and must be used or conserved for the benefit of the fund as a whole.

The FLAIR entries to record the interest earned and service charges are listed below:

GL	GL TITLE	CATEGORY	OBJECT	DR	CR
14100	Pooled Invest. W/ State Treas.	000500	005041	XX	
61501	Interest-State Investments	000500	005041		XX
14100	Pooled Invest. W/ State Treas.	310018	899003		XX
71100	Amorization & Fiscal Charges	310018	899003	XX	

Accounts receivables and accounts payable entries must be set up at the close of the fiscal year to record June's interest and service charge.

7. Records

Accounting records should be established and maintained in such a manner as to provide the information needed in the preparation of year-end financial reports as required by 6 APM 14. The following are accounting codes for the welfare trust fund:

a. All welfare trust funds will be established by ASFMS in both the title and account description files of FLAIR. Each fund will have a unique fund identifier (FID).

b. Object Codes - The department has established a standard set indicator (SI) for use with welfare trust funds. When establishing expansion options, use the letters "WF" to select the local fund SI for all welfare trust funds.

c. General Ledger Code 54900 should reflect the fund balance as of the beginning of the fiscal year. No entries should ever be made to this account once it is properly stated. Please coordinate with ASFMS any entries necessary to bring FLAIR into agreement with the correct beginning fund balance. However, any errors in the beginning fund balance that arise in the current year are adjusted through General Ledger Code 54200, prior period adjustments, if material, or current year operations (General Ledger Codes 6xxxx and/or 7xxxx), if not.

d. Miscellaneous - All FLAIR transaction types that are applicable to local funds may be used with welfare trust funds. The primary transaction types are TR 30, Cash Receipts, TR 51, Unencumbered Disbursements, TR 58, Disbursement Corrections, and TR 10, General Accounting. Budgetary transactions are not recorded for welfare trust funds. All data elements required to process transactions for accounts within the State Treasury are also required for welfare trust fund transactions, except the contract, grant and other cost accumulator fields, which should be left blank.

The "CK-NO" and "CK-DT" fields for TR 51 should correspond to the information contained in the welfare trust fund check register. All disbursements must have the vendor's identification number of the party to whom the payment was made.

e. Adequate documentation for all disbursements from the welfare trust fund must be maintained. Documentation will be no less than that which would be necessary to process a transaction through the Office of the State Chief Financial Officer. A check disbursement request is suggested for this purpose. This form should contain at least the following information:

(1) Payee and payee's address.

(2) Check number, date and amount.

(3) Purpose of disbursement.

(4) Signature of the person requesting disbursement.

(5) Signature of the person authorizing disbursement.

(6) Signature of the person acknowledging receipt of cash advances.

(7) Receipts and/or paid invoices must be attached to the check disbursement request.

Persons receiving cash advances must return all unexpended moneys along with receipts and/or paid invoices within ten days of completion of the transaction for which the funds were advanced.

Perpetual inventory records should identify the activity/activities to which the inventories relate and should be maintained on a moving, average cost basis. If an inventory item is to be used for more than one activity, the estimated usage by each activity should be noted and used for allocating the ending inventory between activities for the computations to reimburse general revenue unallocated. (See Section 12.)

8. Reconciliation of the Welfare Trust Fund Accounts

a. Reconciliation Requirements

(1) **The regions and institution's bank accounts are required to be reconciled to the FLAIR records and checkbook balances on a monthly basis.** Reconciliations should be completed within two weeks from receipt of the bank statement.

(2) The welfare trust fund accounts are required to be reconciled monthly. It is the responsibility of the budget manager (region) and/or Business Manager (Institution) to assure that all reconciliations are complete, accurate, and performed timely.

(3) Bank-to-Book-to-FLAIR reconciliations of each primary and sub-fund accounts will be sent to ASFMS monthly.

The reconciliation should be received by ASFMS no later than the 20th day of the following month. For example, reconciliation for the month of January is due to ASFMS no later than February 20.

Each bank account within the region/institution should have a separate reconciliation. (See Exhibit A.)

(4) An employee having no other duties relating to cash receipts, disbursements, or maintenance of the cash records must prepare the reconciliation. The bank statements and paid checks should be delivered directly from the bank, unopened, to the person responsible for the reconciliation. The records will remain with this person until the reconciliation has been completed. The reconciler shall report any errors or irregularities to the budget manager and/or business manager for investigation.

(5) Documentation required with the monthly reconciliation submittal includes the following:

(a) Copy of complete bank statement.

(b) Completed DCF welfare fund reconciliation form (Exhibit A).

(c) Completed DCF welfare fund reconciliation attachment (Exhibit B) or the equivalent documentation with the same information as attachment.

(d) Check register of month's activity from local system.

b. The Reconciliation Process

(1) Bank to Book Balance

Regions and institutions with check registers that are kept on computer software should refer to the software manual for specific questions about use of the software. This procedure addresses the process of reconciling an account.

The standard method for reconciling a welfare trust fund bank account is listed as follows:

(a) If the bank statement does not list the cleared checks in numeric sequence, verify that canceled checks received with the bank statement are in numerical sequence or so arrange the checks.

(b) List on Exhibit A, Line A, in the bank balance column, the ending cash balance from the bank statement. Also list on Exhibit A, Line A, in the book balance column, the ending check register balance from the last day of the month of the reconciliation.

(c) Ascertain that any amounts appearing in the previous month's reconciliation as outstanding deposits (Exhibit B, Section B) appear as deposits on the current month's bank statement. Deposits that are outstanding for more than one month should be investigated. List any check register deposits not listed on the bank statement in the current month in Exhibit B, Section B.

The total of the deposits on Exhibit B, Section B, must be listed on Exhibit A, Line B, by deposits in transit.

(d) Compare the current reconciliation month's deposit transactions in the check register to those shown on the bank statement. List any outstanding check register deposits on Exhibit B, Section B.

The total of the deposits on Exhibit B, Section B, must be listed on Exhibit A, Line B, by deposits in transit.

(e) The check register should be updated to mark as cleared for any deposits appearing on the current month's bank statement. Compare and mark in the check register, checks shown as paid on the bank statement with the list of outstanding checks from the previous month's reconciliation as shown on Exhibit B. Exhibit B, Section C, may have additional pages if the list of outstanding checks consist of more than one page. During this comparison, particular attention should be given to the check number and amount to ensure accuracy. Checks that are still outstanding and unmarked, should be listed in numerical order by check number along with check date and amount in Exhibit B, Section C, for the current month's reconciliation.

(f) The same comparison should be made for checks issued during the current reconciliation month. Outstanding checks for the current month should be added to the list of previous month's outstanding checks that have been listed on Exhibit B, Section C.

The total of the checks on Exhibit B, Section C, must be listed on Exhibit A, Line C, by outstanding checks.

The check register should be updated to mark as cleared for any checks appearing on the current month's bank statement.

(g) A determination must be made of any charges or credits, which appear on the bank statement, that are not recorded in the accounting records. These items should be investigated to determine the cause and action needed. If it is determined the amount on the bank statement is a bank error, then list item in Exhibit B, Section D.

The total of Exhibit B, Section D, must be listed in Exhibit A, Line D, to reconcile.

(h) The current reconciliation month's interest must be listed in Exhibit A, Line E.1, under the book balance column, if not already in the check register for the month of reconciliation. If any previous month's interest was not input to the check register, it must be listed in the appropriate column of Exhibit B, Section G, with an explanation of the item. Entries must be made and interest transferred out of the account once reconciliation is completed and approved.

(i) Any deposits listed on the current month's bank statement that have not been put into the check register must be listed in Exhibit B, Section E.2, in the book balance column.

(j) Any service charges appearing on the current bank statement that do not appear in the check register should be listed on Exhibit A, Section F.1, in the book balance column. Any service charges from previous months that do not appear in the check register should be listed in Exhibit B, Section G (book column), with an explanation of why no entry has been made to the check register.

(k) Any checks listed on the current bank statement that do not appear in the check register should be listed on Exhibit B, Section F.2, in the book column. The total of this section should be listed on Exhibit A, Line F.2, in the book balance column.

(l) The total of Exhibit B, Section G, should be listed on Exhibit A, Line G, in the book balance column.

(m) Add or subtract as indicated the total of each line of the bank and book balance columns in Exhibit A and list the total in the reconciled balance line (Exhibit A, Line H). The total of each column listed on this line should agree. If they do not, the reconciliation must be rechecked for errors.

(n) After review and approval of the reconciliation, entries are prepared to reflect all reconciling items to the check register (book balance column). Items listed as errors by the bank must be reported to the bank immediately for correction.

(2) Bank and Book Balance to FLAIR

To reconcile FLAIR to the bank and check register, use the DCF's Trial Balance by L2/GF/Fund Report (TBL2LF), located in the FLAIR Report Distribution System (RDS).

(a) List the GLC 11200 (Cash in Bank) year-to-date balance from the TBL2LF Report on Exhibit A, Line A, of the FLAIR balance column.

(b) List the current month's interest (if any) on Exhibit A, Line E.1, under the FLAIR balance column, if it was not input to FLAIR by the end of the month of reconciliation. Any previous month's interest not included in the check register must be listed in the appropriate column of Exhibit B, Section G, with an explanation of the item.

(c) Welfare fund deposits that are listed in the check register and/or on the bank statement, but that have not been entered into FLAIR, must be listed on Exhibit B, Section E.2. The total of Exhibit B, Section E.2, should be listed on Exhibit A, Line E.2, under the FLAIR balance column.

(d) List service charge (if any) for the current month in Exhibit A, Line F, under the FLAIR balance column. Service charges from prior months that have not been input to FLAIR should be listed in Exhibit B, Section G, under the FLAIR column.

(e) Welfare fund checks that have been issued, but not input to FLAIR, must be listed on Exhibit B, Section F.2, in the FLAIR column. The total of Exhibit B, Section F.2, in the FLAIR column should be listed on Exhibit A, Line F.2, in the FLAIR balance column.

(f) Any other items from the bank statement or check register not entered into FLAIR should be listed in Exhibit B, Section G, in the FLAIR column.

(g) The total of Exhibit B, Section G, should be listed on Exhibit A, Line G, in the FLAIR balance column.

(h) Add or subtract as indicated the total of each line of the FLAIR balance columns in Exhibit A and list the total in the reconciled balance line (Exhibit A, Line H) of the same column. The total listed on this line should agree with Line H of the other two columns. If they do not, the reconciliation must be rechecked for errors.

(i) After review and approval of the reconciliation, if FLAIR entries have not already been input to FLAIR, entries should be prepared for input.

(j) Bank reconciliations, supporting work papers, bank statements, and canceled checks are retained in the region's office.

(k) Send copies of the reconciled Exhibits A and B and a copy of the bank statement by the scheduled due date to:
DCF Office of Accounting Services and Systems
2415 North Monroe St
Suite 400, Room H
Tallahassee, Florida 32303-4190

9. Internal Control

Region Budget Managers and institution Business Managers must establish and maintain adequate internal control procedures in accounting for welfare trust funds. The procedures should include, but not necessarily be limited to, adequate documentation of cash collections and disbursements and appropriate segregation of duties in regard to record keeping, payment authorization, and check preparation or disbursement of cash in accordance with 6 APM 15. Where circumstances will not permit such segregations, other protective practices such as periodic rotation of duties must be utilized.

Welfare Trust Fund Checks

a. Must be pre-numbered with MICR (Magnetic Ink Code Recognition) numbers.

b. Should have the appropriate fund title in the heading.

c. Must have printed on the check that it is void 90 days from date of issue.

d. Will require two authorized signatures.

e. Must have monthly and timely reconciliation by region/institution personnel, independent of welfare trust fund custody and accounting functions.

f. Must have unannounced petty cash counts performed by region/institution personnel, independent of petty cash custody and petty cash accounting functions.

g. Must have documentation available for expenditures reimbursed by the welfare trust fund and welfare trust fund petty cash.

10. Expenditure of Funds

Funds may be expended for programs established to provide specific beneficial goods of services needed by individual clients. All goods or services provided by such programs must be available to all clients who request them. Funds may be expended to provide materials and supplies for the operation of canteens, hobby shops, recreation or entertainment facilities, sheltered workshops, activity centers, farming projects, or other like facilities, or programs.

Materials and supplies used for operations are charged to General Ledger Code 71100 using the appropriate object code. Documentation must be no less than that which would be required for processing the same payment though the Office of the State Chief Financial Officer.

Reimbursement of Salaries

It is common for career service employees to be employed in positions that contribute to welfare trust fund applications, either as supervisors of the various workshops or as canteen operators. It is also common practice for clients to be paid through OPS appropriations for work done in the various workshops as rehabilitative activities.

Section 402.18(6), Florida Statutes, states that the department shall maintain accounts in the welfare trust fund for the sale of goods, services, or products resulting from sheltered workshop, activity center, and agricultural project operations carried out in the rehabilitation of the department's clients, each project being accounted for separately in accordance with cost standards established by the department, but the cost of such projects shall not include any wage or salary expenditures funded by a general revenue appropriation applicable to such rehabilitative activities (emphasis added). The cost of materials incorporated in such products sold, if funded by an appropriation of general revenue, shall be restored to general revenue unallocated at the end of the fiscal year of sale from the proceeds of such sales.

In the opinion of the department's general counsel, this statute prohibits the reimbursement of any salary or other personal services expenditures by the welfare trust fund. It is therefore the policy of the department that any and all employees' and clients' salaries and OPS charges that are incurred in any welfare trust fund application will remain a charge to the legislative appropriation from which they were originally paid and will not, under any circumstances, be reimbursed by the welfare trust fund. We will no longer report salaries and OPS paid from state funds as "Donations" and offsetting "Expenses" for financial statement purposes.

It is also the policy of the department that employees' and clients' salaries and OPS charges WILL NOT be paid directly from the welfare trust fund in order to avoid this statutory prohibition. Such payments made outside of the state payroll system would require the department to maintain its own separate payroll system and a related system to account for and remit payroll taxes to the Federal government.

11. Fees Charged

Welfare trust funds will be charged only for fees charged by a financial institution. The department will not assess fees for the administration of the funds.

12. Reimbursements to General Revenue Unallocated

Section 402.18(6), Florida Statutes, requires that the cost of materials funded by general revenue appropriations which is incorporated in products sold through welfare trust fund activities be restored to general revenue unallocated at the end of the fiscal year of sale. Every effort must be made to reimburse the general revenue fund prior to the close of the fiscal year. If general revenue funds were used during the fiscal year to purchase materials and supplies for welfare trust fund activities and the reimbursement has not been made by close of business June 30, the following entry must be made for each activity using such funds:

Use a TR 80, unencumbered payable, to record these general revenue purchases.

71100	Expenditures-Current	Debit	
35600	Due to General Revenue Unallocated		Credit

An accrual indicator will be automated on the expenditure entry of the transaction.

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1. General

Client trust funds are created and maintained under the authority of Section 402.17, Florida Statutes (F.S.), Claims for care and maintenance; trust property, for the purpose of administering money or other personal property received by the department for the personal use or benefit of any client of the department. Custody of the Department of Children and Families client trust funds is delegated by the Chief Financial Officer. Section 402.17 (2), F.S., provides authority for the department to perform the following in regard to money or other property received for the personal use or benefit of any client:

a. Accept and administer in trust any money or other property received for personal use or benefit of any client.

b. Deposit the money in banks qualified as state depositories, or in any bank, credit union, or savings and loan association authorized to do business in this state, provided moneys so deposited or held by such institutions are fully insured by a federal depository or share insurance program, or an approved state depository or share insurance program, and are available on demand.

c. Withdraw the money and use it to meet current needs of clients.

d. As trustee, invest in the manner authorized by law for fiduciaries, money not used for current needs of clients.

Client Trust Funds that are administered by Providers are subject to all the rules and regulations previously subjective to the Department, many of which is listed under "References" below. This Accounting Procedure Manual Chapter addresses administering in trust any money or property received, reconciling of local bank accounts and reporting for client trust funds only.

2. References

a. Section 402.17 (2) through (6), F.S., Claims for care and maintenance; trust property.

b. Section 409.1671, F.S., Foster care and related services, privatization.

c. Section 518.11, F.S., Investments by fiduciaries; prudent investor rule.

d. Section 717.112, F.S., Property held by agents and fiduciaries.

e. Section 733.607, F.S., Possession of estate.

f. Chapter 65-6.026, F.A.C., Payments from the Client Trust Fund.

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

h. Chapter 65-25, Florida Administrative Code (F.A.C.), Client Trust Funds Interest Earned and Fees Charged Distribution.

i. Chapter 409, F.S.; Social and Economic Assistance.

j. CFOP 55-7: Maintenance Fees.

k. 6 APM 15: Internal Control and Review.

l. 7 APM 1: Establishing Local Bank Accounts.

m. 9 APM 8: Disposition of Unclaimed Intangible Personal Property.

n. Rules, Regulations and Administrative Procedures of the Social Security Administration.

o. Provider Contract.

3. Definitions

a. Current Needs Expenditures

(1) Cash or coupon books given to the client; or

(2) Expenditures made by others on behalf of the client, using the client's money, for clothing, special medical expenses (glasses, dentures, surgery, etc.), comfort items, and recreational and/or hobby expenses.

b. Earning Balance: This is derived by calculating the average of the ending monthly balance for each of the three months in the quarter for which interest or fees are being distributed. Monthly distribution of interest is preferred.

c. Fees Charged: Any assessments made against the fund amount on deposit by the applicable bank, by the United States Government, or by the department for maintenance of the fund, or other charges to the fund as prescribed by law.

d. FLAIR: Florida Accounting Information Resource, the State of Florida's designated accounting system.

e. Representative Payee: The receiver of payments in trust for a third party. The payments can be initiated by another agency, individual, or organization.

4. Sources of Revenue

Clients' funds may be trust income, parent contributions, other third-party contributions, social security benefits, insurance benefits, or earnings of the client.

5. Deposit or Investment of Client Funds

a. General Principles

Pursuant to Section 402.17(2)(b), F.S., the department may deposit any funds of clients in any bank, credit union, or savings and loan association authorized to do business in this state, provided moneys so deposited or held by such institutions are fully insured by a federal depository or share insurance program, or a state depository or share insurance program, and are available on demand. Section 402.17(2)(d), F.S., authorizes investment of funds in excess of current needs in, but not limited to, savings share accounts of any credit union chartered under the laws of the United States and doing business in this state, and savings share accounts of any credit union chartered under the laws of this state, provided the credit union is insured under the federal share insurance program or an approved state share insurance program. Funds may also be invested with the State of Florida Treasury investment account with the Department of Financial Services.

Investment or reinvestment of clients' funds, must be made in accordance with the provisions of Chapter 518, F.S. (Investments by fiduciary funds), and must adhere to the prudent investor rule (Section 518.11, F.S.):

> In the management and investment of the property of others, fiduciaries shall exercise the judgment and care which men of prudence, discretion, and intelligence exercise in the management of their own affairs.

Money in a client's trust fund that is in excess of current needs must be invested. **Uninvested balances maintained in the client trust fund should not exceed that required for one month's volume of disbursements.**

b. Establishing Clients' Accounts

The establishment of local bank accounts should be in banks qualified as state depositories, or in any bank, credit union, or savings and loan association authorized to do business in this state, provided moneys so deposited or held by such institutions are fully insured by a federal depository or share insurance program, or an approved state depository or share insurance program, and are available on demand. (See 7 APM 1.)

To protect the client's funds, the checking and/or savings account title must reflect the client's ownership of the funds and your organization's fiduciary

relationship. Neither the representative payee nor any other third party can have ownership interest in the account.

c. Interest Earned/Fees Charged

The interest accruing on clients' funds is the property of the client and must be used or conserved for the personal use or benefit of the client. Such interest will not accrue to the general welfare of all clients. Similarly, when service charges or other fees are charged by a financial institution, or the department, the individual client whose moneys comprise the fund must bear those charges and fees. Therefore, the fees must be prorated as described in Exhibit A. Clients' funds will be charged only for such fees due to a financial institution.

A fee for service payee cannot charge the beneficiary a fee if the organization is receiving compensation from another source. In other words, if the State of Florida is compensating the organization for services provided as a payee (up to the usual fee for service amounts), no fee can be charged to the beneficiary.

Interest earned net of fees charged will be prorated monthly (or at least quarterly) and distributed to the individual clients' respective account(s) as described in Exhibit A. The distribution of interest or fees at a balance less than the $200 minimum earning balance per Chapter 65-25 F.A.C. has been approved based on the Guide for Representative Payees documentation written by the Social Security Administration. No minimum balance is required for the allocation of interest.

This net interest earned each year will be reported to the client and to the Internal Revenue Service (IRS) on Form 1041, Schedule K-1 or Form 1099 if applicable, in accordance with IRS regulations. Instructions will be issued for the preparation of K-1s or 1099s each year after IRS rules are reviewed.

6. General Accounting Requirements

Separate records must be maintained for each client for whom the department is administering money in trust. Information maintained should include transaction date, deposits, withdrawals, interest earned, service charges, and a running balance of the account. All transactions must be referenced to provide a means of researching any one transaction and for audit purposes. If deposit and withdrawal request forms are prenumbered, this number should be used for the reference.

Appropriate opening entries must be made to establish the beginning cash balance for each client trust fund. At the end of the state fiscal year, balances reflected from the June reconciliation and other documents will be recorded in FLAIR, the Statewide Accounting System of the State of Florida, by DCF staff for statewide financial reporting purposes.

All records must be maintained in accordance with the Social Security Administration's Rules and Regulations. Required reports must be filed in a timely manner. The duties of representative payee, reporting responsibilities, use of benefits, bank accounts, collective accounts, dedicated accounts and keeping records/accounting for benefits are examples of guidelines provided by the Social Security Administration. Many of these publications can be viewed on-line at www.ssa.gov or by contacting the Social Security Office nearest your location.

Any and all records must be available for the Department or its designee for auditing purposes.

7. Accounting for Client Funds

a. Receipt of Client Funds

All cash received by the department (or designee) from or on behalf of clients must be properly receipted. No employee should accept money from or on behalf of a client unless that employee can furnish the depositor a prenumbered cash receipt.

b. Local Bank Service Earnings and Charges Interest

Bank service charges allocated to an account need not be recorded until a bank interest earned/fees charged distribution is made monthly (or at least quarterly) to individual client accounts. In such cases, the charges will be a reconciling item in the monthly reconciliation. To avoid bookkeeping complexities, arrangements should be made with the financial institution to charge the client trust fund account directly with all service charges or fees allowable under Section 5., c., above.

c. Investment Account Interest Earnings and Administrative Fee

Investment Account earnings and administrative fee should be distributed to the individual client accounts monthly but no less than quarterly. When funds are invested with the State of Florida Treasury, designated DCF staff will notify the investor the amount of the interest earnings and administrative fee on a monthly basis. Designated DCF staff will also record the earnings and administrative fees in the state accounting system, FLAIR.

d. Sale/Purchase of Investments at the State of Florida Treasury

Designated DCF staff will coordinate the deposit and withdrawal of all funds at the State of Florida Treasury.

8. Disbursements

The department is authorized to disburse clients' moneys to meet the current needs of clients. Such disbursements can include, but are not limited to, personal spending money and clothing, certain living and medical expenditures for client's benefit not otherwise provided for, and payment of costs of residential care (maintenance fees) in accordance with department policy CFOP 55-7. For social security benefits, see the Suggestions for Uses of Benefits, provided by the Social Security Administration (Exhibit B).

a. Withdrawal requisition forms will be used to document withdrawals from clients' accounts. **Documentation will be no less than that which would be necessary to process a payment through the State of Florida Chief Financial Officer's Office**. The forms will contain the following information:

(1) Client's name and identification number.

(2) Amount of withdrawal.

(3) Reason for withdrawal.

(4) Signature of authorized personnel requesting the withdrawal.

(5) Date of request.

(6) Signature of client.

NOTE: If the signature of the client cannot be obtained, the withdrawal request must be signed by a minimum of two employees.

b. For reimbursements, original, legible receipts for items purchased on behalf of a client must be attached to the original withdrawal requisition form and filed with the client trust fund records.

c. Receipts to account for advances must be returned to the fiscal office within ten (10) working days from the date of the check.

d. Original receipts for purchases of equipment must contain the manufacturer's serial number for accountability. Equipment purchases include such items as TV's, VCR's, PC's, stereos, etc.

e. Any money advanced for purchases on behalf of a client, but not expended, must be returned to the client's account. The deposit of such funds should be properly documented.

f. In no instance should purchases for other than the client be made from money advanced.

g. If the goods or services acquired do not match the requisition, the money must be returned to the CTF. If invoiced for an approved purchase on behalf of the client, an appropriate review of the invoice must be made, including a comparison of the goods or services invoiced with the withdrawal requisition form.

h. A periodic review of property purchased from client trust funds with an individual item value of $500.00 or more should be performed by designated personnel. Such personnel must be independent of the client. The verification must be documented and maintained in the client's records for subsequent review by interested parties.

i. Purchases of individual items greater than $500 must be reviewed and formally approved by the provider's administrator/director or his/her designee prior to payment. The designee should not be a caseworker or unit supervisor.

j. Checks to purchase goods or services for the client should be made payable to the vendor where possible. It is the requestor's responsibility to insure that the amount of the request will equal the amount of the invoice.

k. Checks to withdraw clients' trust funds will generally not be made to employees, providers or foster or group home operators. However, in those situations where greater flexibility is needed and the exact cost is not known, a check may be issued to an employee, group home operator, or foster parent. The request for expenditure must have an estimated cost for each item attached. Invoices, receipts and unused funds must be returned to the fiscal office within ten (10) working days from issuance of the check.

l. All disbursements must be recorded in the provider's accounting system within five (5) working days of the issuance of the check.

m. In order to deal with cases where repeated attempts to obtain original receipts from the party responsible have failed, the provider's fiscal office must adopt written procedures for disciplinary action against responsible parties. If foster parents are at fault for not returning receipts, no future checks should be issued until receipts are received.

The provider must reimburse the clients accounts for all undocumented transactions. Such reimbursements must be made within one week of the determination. Any shortages that are not repaid in accordance with this section may be recovered by the Department by deducting the amounts owed from subsequent payments owed to the provider in accordance with Chapter 65-29.001 Florida Administrative Code.

9. Revenue Refunds

Following is an outline of the procedure to be followed in order to reimburse the Social Security Administration with money already deposited in DCF's Operation and Maintenance Trust Fund, for client's services not actually earned by the department:

a. A receipt of cash, any portion of which is for the benefit of a specific client, should be deposited into the appropriate client trust fund (CTF) or other account if approved in advance by department's comptroller. To pay for services rendered by the department on behalf of a client, a check should be drawn on the CTF and deposited into the State Treasury.

b. If, at some point, it is determined that the Social Security Administration should be reimbursed for the monies already deposited into the State Treasury, Form DBF-AA-4 (Exhibit C) should be completed and the original and two copies forwarded to:

ASFMS/Financial Management Accounting Services and Systems
2415 North Monroe St
Suite 400, Room H
Tallahassee, Florida 32303-4190

In addition to the information requested on the form, any OCA used (optional in local funds) should be entered in the upper margin of the form. Also, if not previously done, the client's trust fund must be assigned a vendor number.

c. ASFMS will return a warrant along with a copy of the application for refund to the requestor. The warrant should be deposited into the client trust fund and a CTF check drawn payable to the Social Security Administration for the amount of the reimbursement.

10. Sub-accounts

Inclusion of client trust funds under a formal agency-wide trust document has resulted in the necessity of maintaining sub-accounts in order to properly account for client's money.

The trust document allows the department, as trustee, to receive, manage and account for client's money and property. One purpose of the trust is to assist the client in maintaining eligibility for certain public assistance programs.

Preservation of client's funds, without a resulting loss of benefits, requires those amounts that exceed the eligibility resource limits of specific programs be placed in long-term or dedicated sub-accounts. These funds are not available for current needs expenditures.

Following are the types of sub-accounts that may have to be established:

a. Current Needs Trust Sub-account

These funds are available for personal use expenditures (Section 3, a.). The total kept in the current needs trust fund account should not exceed the resource eligibility limits of the specific program in which the client participates.

b. Long-Term Trust Sub-account

This sub-account is funded by the amount by which a client's total trust fund balance exceeds the amount necessary for that client's current needs expenditures. It is intended to be of long-term duration and will be made available to the client only upon leaving the care of the department or upon meeting other criteria defined by the trust document unless written instructions from the Social Security Administration states otherwise.

c. SSI Lump Sum Dedicated CTF Sub-account

Deposits into this account should be those specific lump sum payments received from the Social Security Administration. These funds do not count towards the client's resource limit. They will be made available to the client upon leaving the care of the department or upon meeting other criteria defined by the trust document unless written instructions from the Social Security Administration states otherwise.

d. Special Needs Trust CTF Sub-account

This account is intended to be of long-term duration and is funded by the excess of total client funds over those required for current needs expenditures. It is not available for current needs and will not count towards the client's resource limit. It will be made available to the client upon leaving the care of the department or upon meeting other criteria defined by the trust document unless written instructions from the Social Security Administration states otherwise.

e. PASS CTF Sub-account

This sub-account is established as the result of a formal written plan developed jointly by the case worker and the client, and, in certain instances, approved by the Social Security Administration. These funds do not count towards the client's resource limit so long as the rules governing such accounts are complied with. They will be made available to the client upon leaving the care of the department or upon meeting other criteria defined by the trust document unless written instructions from the Social Security Administration states otherwise.

The Social Security Administration requires payments received for "dedicated accounts" be deposited into a checking account specifically established for the receipt of these funds. A collective account can be established to hold "dedicated" moneys belonging to more than one beneficiary. It is suggested the word "dedicated" appear in the title of the account. For example, "DCF R-34 Dedicated CTF."

As a general rule, client's maintenance costs may not be recovered from dedicated account funds once these funds have been deposited. However, if the department enters into an interim assistance arrangement (IAR) with the Social Security Administration and notifies the SSA of money due to the department prior to receipt of funds, it will be reimbursed for the cost of services provided to clients. SSA will directly reimburse the state for cost of care, and will pay any remaining past due benefits to the client's dedicated account.

Each calendar year-end will require the consolidation of all sub-accounts into a single fund. This information will be used to file a Form 1041, U.S. Income Tax Return for Estates and Trusts. Further, the detail provided will facilitate the preparation of the IRS Form 1041, Schedule K-1 or Form 1099 if applicable, for each participant.

11. Disposition of Client's Money/Property Upon Discharge or Death

Upon the discharge or death of a client of the department, a proper accounting of the client's property must be made. All personal effects and money will be promptly turned over to the client or to the administrator of his estate. All interest earned on the investment of the client's money is included in the final accounting of the client's property. The final accounting will be made within one month of the client's discharge or death. In the event the final accounting falls prior to notification by the treasury of the interest earned for the most recent month, the client would not be eligible for the interest distribution for that month.

The department, as trustee, is directed to and will satisfy any previously unsatisfied Medicaid lien created under Chapter 409, F.S., from funds provided from a settlement or judgment arising from a claim for personal injuries respecting the client. The department, as trustee, is to make payment to the state Medicaid agency whenever:

a. There is a previously unsatisfied Medicaid lien under Chapter 409, F.S., as required by law, rule or policy as soon as possible following receipt of settlement or judgment funds paid in the name of the client as a result of a personal injury claim of the client, and prior to any other disbursement from that client's account of sub-account(s); or

b. A trust beneficiary dies while a client of the department, in order to satisfy any Medicaid lien created under Chapter 409, F.S., existing at the death of the beneficiary, as required by law, rule or policy following the death of that client and prior to any other disbursement from that client's account or sub-account(s). Section 402.17, F.S., relating to claims the state may have for the costs of care

c. and maintenance for the department's clients, provides for the disposition of unclaimed client trust funds as follows:

> Upon the death of any client affected by the provisions of this section, any unclaimed money held in trust by the department or by the treasurer for him shall be applied first to the payment of any unpaid claim of that state against the client, and any balance remaining unclaimed for a period of one year shall escheat to the state as unclaimed funds held by fiduciaries.

Although Section 717.112, F.S., governing property held by fiduciaries, provides a seven-year period before unclaimed intangible personal property is presumed abandoned, and thus escheated as unclaimed funds held by fiduciaries, the one year period set forth in Section 402.17(4). F.S., controls with respect to client trust funds held under that section. See 9 APM 8 for the procedure to report unclaimed intangible personal property.

The Master Trust For Benefit of Family Safety and Preservation Program Clients (CFOP 175-59), states when a client under the age of 18 is the subject of an ongoing proceeding, or leaves the care, custody and control of the department due to adoption or placement of the client with a relative or as otherwise directed by a court of competent jurisdiction, the department shall notify that court of the existence of the money and property in the possession of the department either prior to, or promptly after, receiving knowledge of the change of custody or control per 402.17(7)(d) Florida Statutes. The department shall apply for an order from the court exercising jurisdiction over the client to direct the disposition of the money and property belonging to that client.

When the client under the age of 18 who has been in the legal custody, care, or control of the department and for whom the department is holding money or property as a trustee attains the age of 18 and has a physical or mental disability, or is otherwise incapacitated or incompetent to handle that client's own financial affairs, the department shall apply for a court order from a court of competent jurisdiction to establish a trust on behalf of that client. A new trustee should be assigned if possible. When there is no willing relative of the client acceptable to the court available to serve as trustee of such proposed trust, the court may enter an order authorizing the department to serve as trustee of a separate trust under such terms and conditions as the court determines appropriate to the circumstances per 402.17 (7) (c) Florida Statutes.

When a client of the department for whom the department is holding money or property as a trustee attains the age of 18, and thereby will no longer be in the legal custody of the department, the department shall promptly disburse such money and property of the client the department has held as a trustee to that client, or as that client directs, as soon as practicable once the client attains the age of 18 per 402.17(7) (a) Florida Statutes.

Consideration should be given regarding the disbursement of Social Security funds when applying for a court order to direct the disposition of the client's funds as follows:

- If the beneficiary dies, saved benefits belong to his or her estate. They must be given to the legal representative of the estate or otherwise handled according to state law. When a person who receives social security benefits dies, no check is payable for the month of death, even if he or she dies on the last day of the month. A SSI check, however is payable for the month of death. But you must return any SSI checks that come after the month of death.

- If you will no longer be the payee, you must notify Social Security immediately. When you are no longer responsible or the beneficiary, you must return any SSI benefits, including interest and cash on hand to the Social Security Administration. The funds will then be reissued to the beneficiary or to a new payee.

12. Internal Control

Provider personnel must take every reasonable precaution to protect and safeguard clients' funds. It is the responsibility of the provider to ensure that proper and adequate internal control procedures are instituted and enforced. As is the case with all cash transactions, it is imperative that client's cash transactions be properly authorized and fully documented. Provision should be made for appropriate segregation of duties.

Under no circumstances should the duties of record keeping, payment authorization and check preparation or disbursement of cash be combined. Similarly, bank reconciliations should be made monthly by someone not responsible for the deposit or payment of moneys. The subsidiary client's ledger balances must be reconciled to the FLAIR control account monthly. This reconciliation shall be made under the supervision of the entity's chief fiscal officer or by an employee not responsible for recording, depositing or authorizing payments of client's trust money.

Providers should refer to 6 APM 15 on Internal Control to provide further guidance.

Client Trust Fund checks:

- Must be prenumbered with MICR (Magnetic Ink Code Recognition) numbers.
- Should have the appropriate fund title in the heading.
- Must have printed on the check that it is void 90 days from date of issue.
- Require two authorized signatures.

Deposits must be made within 24 hours of receipt, except when holidays and weekends intervene, unless approved in writing by ASFM. Funds kept overnight must be secured.

13. Monthly Reconciliations

Local bank accounts will be reconciled monthly or as frequently as the statements are received. If two or more bank accounts are maintained (for example, a checking account and a savings account), it will be necessary to add the balances in these accounts together to determine the balance for the client trust fund as a whole. Further, sub-accounts of the same client will have to be added together, even though they have different fund identifiers, in order to complete the reconciliation process.

All assets of the client trust fund must be reconciled not less than monthly to the total of the individual client's account associated with a specific client trust fund. If the postings have been correctly made, the total of the cash and treasury investments should always equal the total assets of the fund. Since an independent client's subsidiary ledger is maintained, a list of the accounts must be prepared, totaled, and reconciled to the total assets of the client's trust as recorded in FLAIR. If posting controls have been maintained throughout the month, there should be no variances in the amounts unless a coding error occurred in recording a daily total in FLAIR. In any event, if a variance exists between the subsidiary or detail ledger balances and the assets of the fund, all individual postings must be traced until the error is located. The reconciler should initiate correcting entries, if any are necessary, subject to a supervisor's approval.

14. Quarterly Certifications

The FLAIR accounts must be reconciled monthly with subsidiary clients' records. Each client must be provided with a written quarterly accounting of the financial transactions made in his behalf by the department within 20 days after the end of each calendar quarter, except in situations in which the client is unable to comprehend the statement. In those cases, a quarterly accounting of the financial transactions must be sent to the person responsible for the client. Quarterly reports will be used by counselors to file case plans with the courts. A record of each client's transactions must remain on file in the accounting office for the information of parents, guardians, or legal representatives of the client.

Each client's trust fund custodian shall submit to the Region Budget Manager or Institution Superintendent the following certification:

> I hereby certify that the cash and investments of the client's trust fund as of_____, 20___ are equal to the liability of the fund to the clients who have made deposits to the fund or for whom deposits were made. I further certify that quarterly financial statements for each client's account were prepared and sent to the person responsible for the client.
>
> (Signed) _____
> Client Trust Fund Custodian

When direct service staff are responsible for delivery of clients' statements, it is advisable to require a certification from them stating they sent clients' statements to parents, foster parents, group home operators, guardians or institution unit staff as the case maybe.

As a general rule, cash and investments comprise the total assets of a client's trust fund. In some cases, however, accounts receivable may arise, such as a claim outstanding against a bonding company. Therefore, if the above certification cannot be given because accounts receivable may exist, the certification must be qualified somewhat as follows:

> I hereby certify that the cash and investments of the client's trust fund as of _____, 20___ are equal to the liability of the fund to the clients who have made deposits to the fund or for whom deposits were made except for $_____ in accounts receivable due to the fund as described in the Statement of Accounts Receivable attached to this certification.
>
> (Signed) _____
> Client Trust Fund Custodian

The Statement of Accounts Receivable shall indicate from whom the account is due, how and when it arose, when it is expected to be collected and any circumstances that may exist with respect to its collectibility.

15. Monitoring

At the end of each month, the Provider will forward to the DCF - Financial Management Section (ASFMS) a copy of the latest month's reconciliation due by the 20th of the following month a electronic copy of the forms can be sent by the approver also to the following address.

Department of Children and Families
Administrative Services- Financial Management
2415 North Monroe St
Suite 400, Room H
Tallahassee, Florida 32303-4190

Details of the client trust fund reconciliation should be posted on the three specific forms provided. (See Exhibit D.) Copies of the complete bank statement(s), a report of all clients' balances maintained in the client's subsidiary system, and a copy of the monthly check/deposit register should accompany the forms found in Exhibit D for all monthly reconciliations.

EXHIBIT A

LOCAL FUND INTEREST EARNED/FEES CHARGED PRORATED QUARTERLY

This exhibit explains the method by which interest is calculated on client trust fund balances. In this example interest is calculated on a quarterly basis. Monthly basis is the preferred time frame.

a. Compute the earning balance for each client. The earning balance is the average of the ending monthly balance for each of the three months in the quarter for which interest is being distributed.

b. List all clients with an earning balance.

c. Sum the earning balances of all individual clients. This sum is the total earning balance.

d. Divide the net amount for distribution, interest earned minus service charges or fees, by the total earning balance. This yields an interest/fee factor.

e. Multiply each individual client's earning balance by the interest/fee factor. The resulting figure is the interest in dollars to be credited or the fees to be charged to the individual client's ledger card. The sum of all clients' interest or fees equals the total net interest earned/fee charged for distribution. Service charges or fees charged to a client's account cannot result in a negative balance within the account.

EXAMPLE:		
	Interest earned on CTF savings account	$ 19.58
	Service charge on CTF checking account	3.40
	Interest to be distributed	$ 16.18

Note: In this example, the interest and fees apply to the same period, so the amount distributed is the net of the interest and the fee.

		MONTH-END BALANCE				EARNINGS	INTEREST
CLIENT	NOTE	JULY	AUGUST	SEPT.	AVERAGE BALANCE	BALANCE (EB)	EARNED (EB X IFF)
A		$233.46	$281.25	$281.25	$265.32	$265.32	$2.52
B		$247.21	$203.97	$54.53	$168.57	$168.57	$1.60
C		$173.88	$266.49	$262.15	$234.17	$234.17	$2.22
D		$478.97	$478.97	$63.83	$340.59	$340.59	$3.24
E	A	$0	$323.10	$372.46	$231.85	$231.85	$2.20
		MONTH-END BALANCE				EARNINGS	INTEREST
CLIENT	NOTE	JULY	AUGUST	SEPT.	AVERAGE BALANCE	BALANCE (EB)	EARNED (EB X IFF)
F	A	$0	$0	$839.00	$279.67	$279.67	$2.65
G	B	$273.04	$282.38	$0	$185.14	$185.14	$1.75
						$1,705.31	$16.18

Interest/Fee factor (IFF) = .00948 ($ 16.18 divided by $ 1,705.31)

EXHIBIT B

SUGGESTIONS FOR USES OF BENEFITS

The following list is intended to encourage the imaginative use of social security benefits by representative payees. It should not be considered restrictive or all-inclusive. Expenditures of each beneficiary should be determined as one individual basis considering the total needs and desires of the individual. If questions arise as to whether a particular expenditure is appropriate, the nearest social security office should be contacted for guidance.

Clients' funds should not be used to purchase an item which the state would be expected to provide as part of its responsibility to the beneficiary, or if the item would be covered by the Medicaid or Medicare programs.

I. Clothing

1. Swim cap and/or suit
2. Bathrobe, night clothes
3. Bedroom Slippers
4. Caps, scarves, gloves
5. Purse, billfold
6. Shoes, boots, sandals
7. Socks, hose, under garments
8. Special foundation garments
9. Summer/winter coats, raincoat with zip liner, jacket
10. T-shirt, tops, sweaters
11. Adaptive clothing, zipper pulls, Velcro fasteners, etc. For the handicapped
12. Good/excellent quality permanent press clothing (arrange for professional alterations at time of purchase).

II. PERSONAL NEEDS

1. Adaptive bathing aids (soap on a rope, special brushes)
2. Cosmetics, toilet articles
3. Electrolysis for removing excess hair
4. Haircuts, permanents, manicures, pedicures
5. Curling iron, hair dryer/styling tools
6. Telephone expenses for clients who have relatives out of state.

III. RECREATION

1. Craft projects (if client is able to use them)
2. Musical instruments, lessons
3. Restaurant meals
4. Spending money for movies, community center programs, miniature golf, etc.
5. Jewelry
6. Perfume, cologne, bath powder
7. Sunglasses (prescription or regular)
8. Wristwatch, alarm clock
9. Toys
10. Tickets to entertainment and recreational events.

IV. MISCELLANEOUS

1. Bath scales
2. Bike (for some clients, a three-wheeler might be more appropriate)
3. Birthday/Christmas presents or cards for family members and friends (within reason)
4. Clothes hamper
5. Fish tank
6. Magazine subscriptions
7. Plants
8. Radio or tape recorder
9. Records and tapes.
10. Television
11. Typewriter
12. Stationery, pens and pencils, postage stamps
13. Suitcases

V. HOME FURNISHINGS

1. Individualized bedspreads, curtains, throw rugs, etc.
2. Lamps for rooms
3. Mobiles, especially for bedridden clients.
4. Pictures, posters, mirrors
5. Waterbed
6. Stuffed animals for bed
7. Throw pillows
8. Individually selected chest of drawers or locker
9. Personal locked cedar chest/trunk
10. Rocking, easy or bean-bag chair.

VI. TRANSPORTATION

1. Provide for close relatives to visit clients in special cases
2. Provide trips for client to visit parents/family/friend
3. Provide transportation to summer camp

VII. THERAPEUTIC EQUIPMENT

1. Adaptive dressing aides
2. Adaptive book holders
3. Adaptive feeding aides
4. Adaptive toiletry aides
5. Crawlers
6. Electric page turner
7. Electric typewriter with palsey shield
8. Electric wheelchair
9. Mirror with shatter-proof glass for practice in seeing self walk.
10. Pool toys, swim therapy equipment
11. Hearing aides
12. Eyeglasses
13. Language board
14. Orthopedic shoes
15. Walkers and walking aides
16. Record/tape player with earphone jack
17. Wheelchair with special optional equipment
18. Shower and bathroom chair
19. Adapted shower head.

EXHIBIT C

APPLICATION FOR REFUND
FROM STATE OF FLORIDA

FORM DBF-AA-4
REV. 7/1/87
STATE OF FLORIDA
COUNTY OF _____

Pursuant to the provisions of section 215.26, or section _____*, Florida Statutes, I hereby apply for a refund and request that a State Warrant be drawn in favor of:

NAME: _____
ADDRESS: _____
AMOUNT: _____

which represents moneys I paid into the State Treasury subject to refund, and to substantiate such claim the following facts are submitted:
Reason for Claim: _____

_____

CERTIFIED TRUE AND CORRECT this _____ **day of** _____ 20_____

_____
Signature

***Must be completed if authority is other than section 215.26, Florida Statutes.**

****

(FOR AGENCY USE ONLY)

(1) Agency recommends denial of above claim based on the following facts, including statutory authority for collection:_____

_____

or

(2) Agency recommends approval of above claim and submits the following information to substantiate such claim. The amount recommended: $_____.
The amount requested above was originally deposited into the State Treasury, included in State Treasurer's Receipt # _____, dated _____.

NAME OF ACCOUNT:

FLAIR ACCOUNT CODE																							

Statutory Authority for Collection

_____

It is requested that payment be made from:

NAME OF ACCOUNT:

FLAIR ACCOUNT CODE																							

CERTIFIED TRUE AND CORRECT this _____ day of _____, 20_____

_____
Agency

_____
Signature of Authorized Person

_____
Title

****

SECTION 215.26 STATES, IN PART: "APPLICATION FOR REFUNDS AS PROVIDED BY THIS SECTION SHALL BE FILED WITH THE COMPTROLLER, EXCEPT AS OTHERWISE PROVIDED HEREIN, WITHIN 3 YEARS AFTER THE RIGHT TO SUCH REFUND SHALL HAVE ACCRUED ELSE SUCH RIGHT SHALL BE BARRED." Three years is interpreter as meaning three years From the date of payment into the State Treasury.

EXHIBIT D
DEPARTMENT OF CHILDREN AND FAMILIES

LOCAL FUND RECONCILIATION _____ (Month/Year)

_____ (Name of Fund) - Client Trust Fund

_____ (Fund ID No.)

	Bank Balance	Book Balance	Total of Client's Ledger
(A) End of Month Balance			
(B) Deposits in Transit	(+)		
(C) Outstanding Checks	(-)		
(D) Bank Errors	(+) (-)		
(E) Bank Credits Not Recorded (Interest Earned, EFTs, (Deposits, Etc.)		(+)	(+)
		(+)	(+)
		(+)	(+)
(F) Bank Debits Not Recorded (Interest Charged, Service (Charges, Checks, etc.)		(-)	(-)
		(-)	(-)
		(-)	(-)
(G) Reconciled Balances (I and II must equal.)	(I)	(II)	
Adjustments to Investments		(+)	
Add Investments		(+)	
(III and IV must equal.)		(III)	(IV)

****

Reconciled By: _____ Custodian: _____

Approved By: _____

Questions concerning this reconciliation can be cc:Mailed to: _____

Questions concerning procedures for this fund can be cc:Mailed to: _____

12/10/99 Version

EXHIBIT D

ATTACHMENT TO CLIENT TRUST FUNDS RECONCILIATION

Name ________________________ FUND ID ___________

MONTH/YR ______________

OUTSTANDING CHECKS - Bank (or attached listing)			DEPOSITS IN TRANSIT - BANK (or attached listing)		
Date	Check #	Amount	Date	Deposit #	Amount
TOTAL			TOTAL		

OTHER RECONCILING ITEM(S) PLEASE EXPLAIN ____________________

(use reverse side if necessary)

H:1frec 2 **2/2/00**

EXHIBIT D

CLIENT TRUST FUNDS RECONCILIATION
MONTH/YR _____

Attachment for Bank/Book Reconciliation

Fund ID _____

CHECKS NOT RECORDED				DEPOSITS NOT RECORDED			
Book		CLIENT ACCOUNTS		Book		CLIENT ACCOUNTS	
Check #	Amount	Check #	Amount	Deposit #	Amount	Deposit #	Amount
TOTAL		TOTAL		TOTAL		TOTAL	

OTHER RECONCILING ITEMS(S) Please explain _____

(use reverse side if necessary

H:lfrec3 2/2/00

EXHIBIT E
DEPARTMENT OF CHILDREN AND FAMILIES
AUTHORIZATION FOR WITHDRAWAL OF FUNDS
NAME:_____

Requesting Office Information:

_____ Client

_____ Date

_____ Client Social Security Number

_____ Requesting Office

_____ Phone _____ Suncom

Pay To:

_____ Name

_____ Address

_____ City

RECEIPTS ARE DUE IN FISCAL WITHIN 10 DAYS. NO ADDITIONAL FUNDS WILL BE RELEASED UNTIL RECEIPTS ARE RECEIVED AND SURPLUS FUNDS RETURNED. NO PREAUTHORIZED EXPENDITURE WILL BE REIMBURSED WITHOUT CFO APPROVAL.

Requested Items/Services:

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

TOTAL AMOUNT REQUESTED $ _____

Comments/Special Instructions: _____

_____

Client _____

Requester _____

Supervisor _____

OPA _____

☐ APPROVE ☐ DISAPPROVED

FISCAL OFFICE USE ONLY

Acknowledgement of Receipt

_____ Check Number $_____ Amount

_____ Signature/Date

Return of Invoice/Cash

$_____ Invoice Amount $_____ Cash Returned

Note: Fiscal Office must issue receipt for cash repaid to Client Trust fund

Appendix A to DOP 55-3

ATTACHMENT IV
Initial Equipment and Property Inventory

ATTACHMENT V
Awarded Strategic Future Capacity Expansion Proposal

This Attachment consists of the Awarded Provider's Strategic Future Capacity Expansion Proposal submitted in response to **Section 4.2.6.9 through 4.2.6.16 and Appendix XIV** of the Request for Proposal.

The Awarded Strategic Future Capacity Expansion Proposal is incorporated into this Contract by reference for future planning purposes.

The proposal documents the Provider's recommended strategic approach for increasing the Facility's operational capacity should future legislative appropriations become available.

Implementation of any portion of this proposal shall require:

- future legislative appropriations;
- Department approval;
- execution of a written Contract amendment; and
- any required regulatory approvals.

Unless amended in writing, this Attachment shall not create additional duties, deliverables, performance measures, reporting requirements, or compensation beyond those specifically required elsewhere in this Contract.