ATTACHMENT I

A. Services to Be Provided

1. Definition of Terms

a. Contract Terms

Unless specifically defined in this contract, definitions for terms used in this document can be found in the Department's **Exhibit A1 - Program and Service Specific Terms**, which is incorporated herein by reference and may be located using the following link for the appropriate fiscal year:

https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities

b. Program/Service Specific Terms

(1) Acute Care Services Utilization Database (ACSU). Defined pursuant to §394.9082(10), Fla. Stat

(2) Behavioral Health Network (BNet). A statewide network of providers of Behavioral Health Services that serve children with mental health or substance use disorders, who are ineligible for Medicaid, and are determined eligible for Title XXI of the United States Public Health Services Act.

(3) Behavioral Health Services. Substance Abuse and Mental Health (SAMH) Services defined pursuant to §394.9082(2)(a), F.S.

(4) Bed Count. The Network Service Provider's daily census, which reflects the number of beds occupied and the number of beds vacant.

(5) Block Grants. The Community Mental Health Block Grant (CMHBG), pursuant to 42 U.S.C. § 300x, et. seq. and 45 C.F.R. Section 96.30 and the Substance Abuse Prevention and Treatment Block Grant (SAPTBG), pursuant to 42 U.S.C. § 300x-21, et. seq.

(6) Community Prevention. Strategies and activities aimed at changing community conditions related to substance abuse. It is aimed at larger universal populations and selected sub-populations, does not track specific individuals and includes environmental strategies designed to change one (1) or more community conditions.

(7) Completed Treatment Plan/Service Plan. Network Services Providers shall ensure all treatment plan/service plans and treatment plan reviews/service plan reviews must be signed and dated by the client, legal guardian (as applicable for minors) and the service provider team member(s) to be considered complete. Exceptions to the requirement for signature of the client's legal guardian are outlined in Chapter 397 and 394 F.S.

(8) Consumer Satisfaction Survey. The SAMH Community Consumer Satisfaction Survey (SCCSS) is the survey instrument to be administered, collected, and submitted by the Network Service Provider as defined by the Managing Entity in this contract. The SCCSS meets the Federal data requirements of the Consumer-Oriented Mental Health Report Card.

(9) Continuous Quality Improvement (CQI). Internal and external improvements in service provision and administrative functions. These functions include the systematic ongoing process of improving performance, both in process and end of process indicators, in order to meet the valid requirements of Individuals Served. For purposes of this contract, CQI shall include quality assurance functions including, but not limited to, periodic internal review activities conducted by the Network Service Provider and external review activities conducted by the Managing Entity and the Department to assure that the agreed upon level of service is achieved and maintained by the Managing Entity and its Network Service

Providers. CQI shall also include assessing compliance with contract requirements, state and federal law and associated administrative rules, regulations, and operating procedures, and, validating quality improvement systems and findings.

(10) Co-occurring Disorder. Any combination of mental health and substance abuse in any individual, whether or not they have been already diagnosed.

(11) Coordinated System of Care. As defined by s. 394.9082(2)(b), F.S.

(12) Crisis-Diversion Respite Services. A short term residential alternative to inpatient psychiatric hospitalization for individuals experiencing an acute psychiatric episode**.**

(13) Cultural and Linguistic Competence. A set of congruent behaviors and policies that come together in a system, agency, or amongst professionals that enable effective work in cross-cultural situations that provide services that are respectful and responsive to both cultural and linguistic needs.

(14) DCF Data System Guidelines. A document promulgated by the Department that contains required data-reporting elements for substance abuse and mental health services, and which can be found at the DCF website.

(15) Department. Florida Department of Children and Families, unless otherwise stated.

(16) Electronic Health Record (EHR). Defined pursuant to §408.051(2)(a), Fla. Stat.

(17) Evidence-Based Practice (EBP). Defined pursuant to Evidence-Based Practice Guidelines – Incorporated Document 2, which is incorporated herein by reference, and is available online.

(18) Incorporated Document. A document used to expand or more fully explain the terms and/or conditions of a contract which is incorporated as part of the original contract. Not all incorporated documents are directly applicable to all Network Service Providers, but are provided as reference and guidance.

(19) Indigent Psychiatric Medication Program, also known as the Indigent Drug Program (IDP). Behavioral Health Services provided pursuant to §394.676, F.S.

(20) Individual(s) Served. An individual who receives substance abuse or mental health services, the cost of which is paid, either in part or whole, by the Managing Entity with Department appropriated funds or local match (matching).

(21) Juvenile Incompetent to Proceed (JITP). "Child," "juvenile", or "youth" as defined in §985.03(6), Fla. Stat., deemed incompetent to proceed for accused crimes as specified in §985.19, Fla. Stat.

(22) Local Match (Matching). Pursuant to §394.74(2)(b), F.S., and §394.76, F.S., and governed by Rule 65E-14.005, F.A.C.

(23) Managing Entity. As defined pursuant to §394.9082(2)(e), F.S.

(24) Mental Health Services. Defined pursuant to §394.67(15), F.S.

(25) Mental Health Treatment Facilities. Civil and forensic state Mental Health Treatment Facilities serving adults who have been committed for intensive inpatient treatment by a circuit court and pursuant to Chapter 394, or Chapter 916, Fla. Stat.

(26) Network Service Provider. A direct service agency providing Substance Abuse or Mental Health Services that is under contract with the Managing Entity and referred to collectively as the “Network.” The Network shall consist of a comprehensive array of Behavioral Health Services and programs that are designed to meet the local need, are

accessible and responsive to the needs of Individuals Served, their families, and community stakeholders and include the essential elements of a coordinated system of care specified in s. 394.4573(2), F.S.

(27) Operational Costs. The allowable direct expenses incurred by a Network Service Provider in performing its contracted functions and delivering its contracted services.

(28) Payor Class. Defined pursuant to §394.461(4)(b), Fla. Stat.

(29) Prevention. A process involving strategies aimed at the individual or the environment which preclude, forestall, or impede the development of substance abuse problems and promote healthy development of individuals, families, and communities.

(30) Program Description. The document the Network Service Provider prepares and submits to the Managing Entity for approval prior to the start of the contract period, which provides a detailed description of the services to be provided under the contract pursuant to Rule 65E-14.021, F.A.C. It includes, but is not limited to, a detailed description of each program and covered service funded in the contract, the geographic service area, service capacity, staffing information, and client and target population to be served.

(31) Projects for Assistance in Transition from Homelessness (PATH). A federal grant to support homeless individuals with mental illnesses, who may also have co-occurring substance abuse and mental health treatment needs.

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

(33) Risk Assessment. A process for evaluating the threat of damage, loss, liability, or other negative occurrence caused by external or internal vulnerabilities that may be avoided through pre-emptive action. An effective Risk Assessment prioritizes the extent and degree of appropriate monitoring activities conducted by the Managing Entity of Network Service Providers. Risk Assessment results shall guide annual monitoring plans including decisions regarding type (desk review, on-site), frequency (annual, quarterly, or monthly), and level of detail (aggregate or client level data). The Managing Entity's Risk Assessment for the SOC shall evaluate each Network Service provider on factors identified by an internal risk assessment committee in compliance with contractual and regulatory requirements.

(34) Safety Net. The publicly funded Behavioral Health Services and providers that have either historically received or currently receive funding appropriated to the Department by the General Appropriations Act (GAA). The Safety Net is intended to provide funding to Network Service Providers for expenditures that would otherwise be uncompensated costs for services provided to individuals in need of services.

(35) Stakeholders. Individuals or groups with an interest in the provision of treatment services for individuals with substance use, mental health, and co-occurring disorders in the county(ies) outlined in Section A.2.a.(1), of this contract. This includes, but is not limited to, the key community constituents included in §394.9082(5)., F.S.

(36) State Mental Health Treatment Facilities. State Mental Health Treatment Facilities serving adults who have been committed for intensive inpatient treatment by a circuit court and pursuant to Chapter 394, F.S. or Chapter 916, F.S.

(37) Statewide Inpatient Psychiatric Programs (SIPP). Medicaid-funded services to children under

age 18 provided in a residential treatment center or hospital, licensed by the Agency for Health Care Administration (AHCA), which provides diagnostic and active treatment services in a secure setting. SIPP providers must be under contract with AHCA and provide these services in accordance with Chapter 394, F.S., Chapter 408, F.S., Chapter 409, F.S., and Rule 65E-9.008(4), F.A.C.

(38) Submission of Information. The Submission of Information form is the tool through which the Network Service Provider shall make a formal request of the Managing Entity to modify the terms under this contract including changes related to funding and programming.

(39) Submit. Unless otherwise specified, the term "Submit" as used in this attachment shall be construed to mean submission of a contractual requirement to the Managing Entity Network Manager.

(40) Substance Abuse and Mental Health Data System (SAMH Data System). Collectively, the Department's web-based data systems for reporting substance abuse and mental health services, including the Substance Abuse and Mental Health Information System (SAMHIS), the Performance Based Prevention System (PBPS), the Financial and Service Accountability Management System (FASAMS) or any replacement systems identified by the Department for the reporting of data by the Managing Entity and all Network Service Providers in accordance with this contract.

(41) Substance Abuse Services. Substance abuse prevention and treatment services pursuant to §397.311(26), F.S.

(42) Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) Outreach, Access, and Recovery (SOAR). A Substance Abuse and Mental Health Services Administration (SAMHSA) technical assistance initiative designed to help individuals increase earlier access to SSI and SSDI through improved approval rates on initial Social Security applications by providing training, technical assistance, and strategic planning to Network Service Providers.

(43) Temporary Assistance to Needy Families (TANF). As defined by 42 U.S.C. ss. 601, et seq., and Chapter 414, F.S.

(44) Treatment Plan/Service Plan: The individualized treatment plan and/or service plan is an individual document developed by treatment staff and the client, which depicts goals and objectives for the provision of services within specific treatment environments.

(45) Treatment Plan/Service Plan Review: The treatment plan/service plan review is a process conducted to ensure that treatment goals, objectives and services continue to be appropriate to the client's needs and to assess the client's progress and continued need for services. The treatment plan/service plan review requires the participation of the client and legal guardian (as required) and the treatment team identified in the client's individualized treatment plan as responsible for addressing the treatment needs of the client. This must be completed in the timelines outlined in State and Federal Laws, Rules and Regulations. All efforts to meet timeframes shall be documented in progress notes (i.e. documentation of client session cancellations, client no-shows to appointments, etc.).

(46) Wait List. The Network Service Provider's requirement to track and provide wait list information in the manner provided by Management Entity. A master wait list for the SOC is maintained by a Managing Entity and shows:

(a) The number of individuals waiting for access to the recommended service or program;

(b) The length of time each individual has been on the wait list; and

(c) The interim services provided to the individual.

2. General Description

a. General Statement

(1) The Managing Entity is contracting with _____, as a Network Service Provider, to provide publicly funded Behavioral Health Services, as specified in this contract and in the approved program descriptions, pursuant to § 394.9082, Fla. Stat. The services and programs specified in this contract shall be available in the following county(ies) ____. The Network Service Provider understands, however, that Individuals who reside in any of the counties of the State of Florida can be served by this contract as required by law.

Funding appropriated through the Department of Children and Families for behavioral health services is for the benefit of the state of Florida as a whole. The county of residence of a person seeking behavioral health services shall not be a component of a determination of eligibility for reimbursement by the Managing Entity. Eligibility for behavioral health services funded by this contract is determined by §394.674, Fla. Stat., which does not include provision to take into account where the person seeking service resides. Therefore, the Network Service Provider understands that it is important that there is no wrong door to a person accessing services and the imposition of any residency requirement is inconsistent with this. The Department considers this to be an essential element of the behavioral health safety net, referred to in §394.9082(5)(c), Fla. Stat.

(2) The Managing Entity contracts with qualified service providers to establish a network to provide Behavioral Health Services to children, adolescents, adults, and elders, in accordance with Chapters 394, 397, 916, and §985.03, Fla. Stat., and that is consistent with the State Substance Abuse and Mental Health Services Plan dated January 2013, or the latest version thereof.

b. Authority

Sections 20.19, 39.001(2), 39.001(4), 394.457(3), 394.74, 394.9082, 397.305(2), 397.305(3), 397.321(4), Fla. Stat., and Chapter 916, Fla. Stat., provide the Managing Entity with the authority to contract for these services. Additional details regarding the statutory and regulatory framework applicable to this contract are provided in **State and Federal Laws, Rules, and Regulations – Incorporated Document 3**, incorporated herein by reference.

c. Scope of Service

(1) The Network Service Provider is responsible for the administration and delivery of Behavioral Health Services to the target population(s) identified in **Section A.3**. "**Individuals to be Served**" and in accordance with the outcome measures outlined in **Exhibit B - Performance Outcome Measures** of this contract, pursuant to §394.674, Fla. Stat., and in compliance with federal requirements.

(2) The Network Service Provider shall comply with all applicable federal and state laws and regulations. In addition, the Network Service Provider shall comply with all policies, directives and guidelines published by the Managing Entity and the Department as of the date of contract execution. In the event the Managing Entity and/or the Department have cause to amend policies, directives, or guidelines, after contract execution, the Managing Entity and/or the Department shall provide electronic notice to the Network Service Provider.

(3) If receiving **Substance Abuse Prevention and Treatment Block Grant (SAPTBG) and the Community Mental Health Block Grant (CMHBG)**, the Network Service Provider shall be responsible for compliance with the applicable requirements. The Managing Entity shall provide technical assistance to the Network Services Provider. The Network Services Provider agrees that failure to comply with the requirements of these federal block grants represents a material breach of this contract, and shall subject the Network Service Provider to performance deficiencies.

3. Individuals to be Served

a. General Description

(1) The Network Service Provider shall provide Behavioral Health Services to eligible individuals of the target population(s) checked below as detailed in **Section A.3.b.**, and, where applicable as per this contract, to individuals residing in civil and forensic state Mental Health

Treatment Facilities pursuant to §394.4573, Fla. Stat., and Rule 65E-15.031 and 65E-15.071, F.A.C.

(2) The Network Service Provider shall serve the following **Minimum Number of Individuals** within the activities listed in **Exhibit L - Covered Service Rates by Program:**

Individuals to be Served

	Service Category	FY Target
Adult Mental Health	Residential Care	TBD
	Outpatient Care	TBD
	Crisis Care	TBD
	State Hospital Discharges	TBD
	Peer Support Services	TBD
Children's Mental Health	Residential Care	TBD
	Outpatient Care	TBD
	Crisis Care	TBD
Adult Substance Abuse	Residential Care	TBD
	Outpatient Care	TBD
	Detoxification	TBD
	Women's Specific	TBD
	Injecting Drug Users	TBD
	Peer Support Services	TBD
Children's Substance Abuse	Residential Care	TBD
	Outpatient Care	TBD
	Detoxification	TBD
	Prevention	TBD

b. Eligibility of Individuals Served

(1) The Network Service Provider shall deliver Behavioral Health services to eligible persons pursuant to §394.674, Fla. Stat., including those individuals who have been identified as requiring priority by state or federal law. These identified priorities include, but are not limited to, the categories in sections (a) through (i), below. Persons in categories (a) and (b) are specifically identified as persons to be given immediate priority over those in any other categories.

(a) Pursuant to 45 C.F.R. §96.131, any Network Service Provider receiving SAPT block grant funding shall give priority admission to pregnant women and women with dependent children;

(b) Pursuant to 45 C.F.R. §96.126, compliance with interim services, for injection drug users, by Network Service Providers receiving SAPT Block Grant funding and treating injection drug users;

(c) Priority for Behavioral Health Services shall be given to families with children that have been determined to require substance abuse and/or mental health services by child protective investigators and also meet the target populations in subsections (i) or (ii), below. Such priority shall be limited to individuals that are not enrolled in Medicaid or another insurance program, or require services that are not paid by another payor source;

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

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

(d) Individuals who reside in civil and forensic state Mental Health Treatment Facilities and individuals who are at risk of being admitted into a civil or forensic state Mental Health Treatment Facility pursuant to §394.4573, Fla. Stat., Rules 65E-15.031 and 65E-15.071, F.A.C.;

(e) Individuals who are voluntarily admitted, involuntarily examined or placed under Part I, Chapter 394, Fla. Stat.;

(f) Individuals who are involuntarily admitted under Part V, Chapter 397, Fla. Stat.;

(g) Residents of assisted living facilities as required in §394.4574 and §429.075, Fla. Stat.;

(h) Children referred for residential placement in compliance with Chapter 65E-9.008(4), F.A.C.;

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

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

c. Determination of Individuals Served

(1) The Network Service Provider must comply with the Department's eligibility requirements for Individuals Served, as specified in the **State and Federal Laws, Rules, and Regulations – Incorporated Document 3**, which is incorporated herein by reference.

(2) Under no circumstance shall an individual's county of residence be a factor in determining eligibility to access services.

(3) In the event of an eligibility dispute, the determination made by the Managing Entity in accordance with the Department and its regulations is final and binding on all parties. The Department, in accordance with state law, is exclusively responsible for defining eligibility of Individuals Served for services provided through this contract. The Managing Entity shall apply this definition to persons on a case-by-case basis.

d. Contract Limits

(1) The Network Service Provider may not seek reimbursement from the Managing Entity for services not specified in this contract, or for services provided in excess of the funding amount specified in **Exhibit C - Projected Operating and Capital Budget**.

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

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

(4) The Network Service Provider is expressly prohibited from utilizing accounting practices or redirecting funds to circumvent legislative intent.

(5) Services paid for under this contract shall only be provided to eligible children and adults as outlined in **Section A.3.a. and A.3.b.**, receiving authorized services within the service area outlined in **Section A.2.a.(1)**.

(6) Pursuant to 45 CFR §96.135(a)(5), the Network Service Provider may not enter into subcontracts with a for-profit entity using Substance Abuse Prevention and Treatment Block Grant (SAPTBG) and

Community Mental Health Block Grant (CMHBG) funds unless the for-profit entity subcontract is solely for providing goods and services for the Network Service Provider's own use in meeting its obligations under this contract. A subcontract with a for-profit entity may not provide for services meeting the definition of a "subaward" as defined in 2 CFR §200.92, using Block Grant funds. Restriction on the use of funds may be obtained from the **Exhibit K - Federal Block Grant Requirements**, which is incorporated herein by reference and may be located on the Managing Entity's website.

B. Manner of Service Provision

1. Service Tasks

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

(1) Participation in the SOC

(a) As per this contract, the Network Service Provider is part of an integrated network that promotes recovery and resiliency, and meets the Behavioral Health Service needs for the community. As part of the SOC, the Network Service Providers services and programs shall be accessible and responsive to individuals, families, and community Stakeholders, including, as applicable by this contract:

a. Residents of assisted living facilities as required in §394.4574 and §429.075, Fla. Stat.;

b. Persons ordered into involuntary outpatient placement in accordance with §394.4655, Fla. Stat.;

c. Eligible children referred for residential placement in compliance with the guidance provided in Rule 65E-9.008(4), F.A.C. and the guidance document **Residential Placements Using Statewide Inpatient Psychiatric Programs (SIPP) Funding and Referral Process – Incorporated Document 6** which is incorporated herein by reference;

d. Inmates approaching the End of Sentence pursuant to Children and Families Operating Procedure (CFOP) 155-47;

e. Forensic-involved individuals pursuant to CFOP 155-18 and the guidance document **Outpatient Forensic Mental Health Services – Incorporated Document 7** which is incorporated herein by reference;

f. Individuals that are currently in civil and forensic state Mental Health Treatment Facilities, committed pursuant to Chapter 394, or 916, Fla. Stat. The guidance document **State Mental Health Treatment Facility Admission and Discharge Processes – Incorporated Document 8** is incorporated herein by reference.

g. Individuals who are at risk of being admitted into a civil or forensic state Mental Health Treatment Facility. This shall include diversionary community treatment and services prior to admission.

(b) As part of the SOC, the Network Service Provider shall collaborate with the Managing Entity to provide an adequate and reasonable network of services and programs in terms of geographic distribution to meet the service needs of consumers without excessive time and travel requirements.

(c) The Network Service Provider shall collaborate with the Managing Entity and diverse Stakeholder groups to develop and administer community-focused Behavioral Health Services with community input.

(d) Any Network Service Provider delivering substance abuse and/or mental health treatment, prevention, and supportive services shall ensure the administration and delivery of appropriate EBPs.

(e) If applicable per this contract, the Network Service Provider shall coordinate the transition of individuals identified as discharge ready from the civil state Mental Health Treatment Facilities back to the community.

(2) Utilization Management

(a) The Network Service Provider shall develop and implement utilization management strategies that shall, at minimum, address the following areas:

a. Delivery of quality, clinically necessary services to eligible individuals in a timely fashion;

b. Improvement of clinical outcomes;

c. Guidelines, standards, and criteria set by regulatory and accrediting agencies are adhered to, as appropriate, for the client population;

d. Clinical evidence is used to make utilization management decisions, taking into account the local SOC and the individual's circumstances; and

e. The utilization management strategies are integrated with the Network Service Provider's Continuous Quality Improvement (CQI) activities.

(3) Participation in Network Service Provider Monitoring

(a) The Network Service Provider acknowledges that the Managing Entity shall engage and monitor the Network Service Provider, both administratively and programmatically, in accordance with §402.7305, Fla. Stat., §394.741, Fla. Stat. and CFOP 75-8. While the Managing Entity will, under most circumstances, provide prior written notice to the Network Service Provider of a scheduled monitoring visit, this is not required in all situations.

(b) The Managing Entity shall perform Risk Assessments to develop an annual monitoring schedule of its networked service providers. The monitoring schedule shall distinguish between onsite monitoring and desk reviews. The Network Service Provider acknowledges that the Managing Entity reserves the right to monitor the Network Service Provider at any time during the contract period.Where applicable as per this contract, the Managing Entity shall review a sample of case management records to verify that services identified in the community living support plan for individuals residing in Assisted Living Facilities with Limited Mental Health Licenses are provided pursuant to §394.4574, Fla. Stat.

(c) The Network Service Provider shall notify the Managing Entity within 24 hours of conditions related to the Network Service Provider's performance that may interrupt the continuity of service delivery or involve media coverage.

(d) The Network Service Provider shall use the results of their compliance monitoring, quality improvement reviews, and achievement of performance outcomes measures to improve the quality of services they provide.

(e) The Network Service Provider shall develop a written fraud and abuse prevention policy and procedure within sixty (60) days of execution that complies with all state and federal requirements applicable to all funding categories covered through this contract. This policy and procedure shall be made available to the Managing Entity upon request.

(f) The Network Service Provider must maintain compliance with background screening for all staff and volunteers in accordance with the Lutheran Services Florida Standard Contract.

(g) The Network Service Provider is required to:

1. Afford access to services based on the needs of the Individuals Served;

2. Possess all licenses and credentials necessary to legally render the services being provided; and

3. Facilitate the execution of a Memorandum of Understanding (MOU) with the appropriate Federally Qualified Health Center (FQHC), County Health Department (CHD), publicly funded

medical clinic, or tax-assisted hospital, with the exception of those Network Service Providers that only provide non-client specific services.

(i) The Network Service Provider shall be monitored by the Managing Entity in compliance with §394.741, §402.7306, Fla. Stat, and the Managing Entity's internal Policies and Procedures.

(4) Continuous Quality Improvement (CQI)

(a) The Network Service Provider shall maintain CQI activities that ensure the provision of quality Behavioral Health Services and consistently achieves positive outcomes. The Network Service Provider shall incorporate trending data from incidents and complaints into the quality improvement process to mitigate risk and improve quality of services.

(b) The Network Service Provider acknowledges that Managing Entity shall communicate any identified performance issues and/or trends to the Network Service Provider and the Department.

(c) The Network Service Provider shall actively participate in the Managing Entity and the Department's local and statewide processes for quality assurance and quality improvement.

(5) Training

(a) The Network Service Provider will attend all trainings and technical assistant events required by the Managing Entity.

(b) The Network Service Provider shall implement training of its staff which incorporates best practices identified by nationally recognized organizations in behavioral health, EBPs, and findings from monitoring, clinical supervision, and CQI.

(c) The Network Service Provider is required to promote the implementation of EBPs through:

1. Sub-contracting requirements;

2. Program development and design;

3. Staff Development and Training; and

4. A quality improvement process that includes internal monitoring of the implementation of EBPs.

(d) Documentation of the Network Service Provider's staff development and training must be maintained by the Network Service Provider and be available for review by the Managing Entity upon request.

(6) Data Collection, Reporting, and Analysis

(a) The Network Service Provider shall develop and implement policies and procedures that protect and maintain the confidentiality of sensitive information of Individuals Served, relative to paper and computer-based file system (mainframes, servers and laptops).

(b) The Network Service Provider shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. and 45 C.F.R. Part 164, and require that all subcontractors that come into contact with protected health information comply with HIPAA.

(c) The Network Service Provider shall develop and submit within thirty (30) days prior to termination or transition of program services or ninety (90) days prior to contract expiration, a record transition plan to be implemented in the case of contract termination or non-renewal by either party, in accordance with the **Managing Entity Expiration/Termination Transition Planning Requirements – Incorporated Document 11,** which is incorporated herein by reference. The plan shall comply with HIPAA and 42 C.F.R. requirements. The Lutheran Services Florida Standard Contract sets forth and outlines the termination provisions and transition activities of this contract.

(d) The Network Service Provider must maintain accurate and timely data entry required for performance outcomes measurement, in accordance with the DCF Data System Guidelines, PAM 155-2, and §394.74(3)(e), Fla. Stat. The data must enable costs

to be tracked by service level covered service, service utilization by type and recipient, quality of care, access to services, all facets of utilization management, and outcomes for each Individual Served within the SOC.

(e) The Network Service Provider shall electronically submit data, as specified in DCF Data System Guidelines , to the Managing Entity in the manner provided by Managing Entity by the tenth (8^{th}) of each month.

(f) The Network Service Provider is responsible for notifying the Network Manager within five (5) business days of any changes to personnel access to all Managing Entity reporting systems; Department web portal accounts, including access to IRAS and the Department of Corrections (DOC) Aftercare Referral System; so that the Management Entity can terminate access to accounts, as applicable.

(g) The Network Service Provider's data officer or designee shall participate in the Managing Entity's Director of Data Analytics conference calls or meetings.

(h) The Network Service Provider is responsible for the fidelity and validity of submitted data provided to the Managing Entity.

(i) The Network Service Provider shall correct any erroneous/rejected records for resubmission to the Managing Entity in the manner provided by the Managing Entity within ten (10) business days of receipt of error/rejection message. In the event that correction is not possible, the Network Service Provider will collaborate with the Managing Entity to correct the error as quickly as possible.

(j) In the event the Network Service Provider's total monthly submission per data set results in a rejection rate greater than five percent for two consecutive months, the Network Service Provider shall submit a Corrective Action Plan (CAP) within ten (10) business days of the second deficient month that includes a timeline for correcting all prior data rejections and outlines a solution to correctly submit the required records.

(k) The Managing Entity will provide a monthly data acceptance rate report to the Network Service Provider. The Network Service Provider shall maintain a minimum ninety five percent data acceptance rate. In the event the Network Service Provider's total monthly submission per data set results in an acceptance rate less than ninety five percent for two consecutive months, the Network Service Provider shall submit a Corrective Action Plan (CAP) within ten (10) business days of the second deficient month that includes a timeline for correcting all prior data deficiencies and outlines a solution to correctly submit the required records.

(l) Pursuant to §394.461(4)(a)-(c), Fla. Stat., any Network Service Provider that has a facility designated as a public receiving facility, and is a part of the Managing Entity's SOC, shall report the appropriate SAMH-related Payor Class data. The Network Service Provider shall submit Payor Class data for the fiscal year ending June 30^{th}, in the format and directions provided by the Managing Entity, no later than sixty (60) days following the end of the state fiscal year.

(m) The Network Service Provider is required to collect and submit all data required as a result of this contract, including Federal and State grant awards. Data shall be submitted accurately and completely within the specified timeframes as established by the Managing Entity.

(n) The Network Service Provider must discharge client records in the Managing Entity's reporting system after six months of inactivity.

(7) Financial Management

(a) The Network Service Provider and entities the Network Service Provider subcontracts with shall be fiscally sound, and can adequately ensure the accountability of public funds.

(b) As a recipient of federal funding, the Network Service Provider shall comply with **Federal Grant Financial Management Requirements – Incorporated Document 19**.

(c) The Network Service Provider's financial management and accounting system must have the capability to generate financial reports by fund source, as to individual service recipient utilization, cost, and billing for the Managing Entity.

(d) The Network Service Provider shall ensure that it budgets and accounts for revenues and expenditures in accordance with Chapter 65E-14, F.A.C.

(e) The Network Service Provider shall ensure that all accounting systems and accounting procedures and practices conform to generally accepted accounting principles and standards.

(8) Incident Reporting

(a) The Network Service Provider is required to notify the Managing Entity of all possible critical incidents, as defined in the Department CFOP 215-6 Incident Reporting and Client Risk Prevention (dated April 1, 2013 or most recent version), which is incorporated herein by reference. This requirement is met through the Network Service Provider's direct reporting into the Department's Incident Reporting and Analysis System (IRAS), within twenty-four (24) hours of the incident occurring.

(b) The Network Service Provider must have written policies and procedures in place to ensure the timely and accurate reporting of critical incidents to the Managing Entity.

(c) The Network Service Provider shall designate at least one (1) staff person to be the Incident Coordinator, or similar title, for the provider/agency. This person shall manage the Network Service Provider's incident notification process, and shall be the identified single point of contact for the Managing Entity regarding incident reporting. Additional staff may be designated to enter incident information into the IRAS at the discretion of the Network Service Provider.

(d) The Network Service Provider shall notify the Managing Entity's CQI Specialist in writing of the name and contact information of the designated Incident Coordinator(s).

(e) The Network Service Provider shall, within 5 business days, submit written notification to the Managing Entity's CQI Specialist of any change in the Incident Coordinator position, identifying the name and contact information of the successor.

(f) The Network Service Provider is required to notify the Managing Entity of all possible critical incidents, via direct data entry into IRAS within 24 hours of the incident occurring. This includes weekends and holidays.

(g) In the event of a death of an individual served which occurs on any of the Network Service Provider's service delivery sites, the Network Service Provider is required to provide an electronic submission into IRAS and notify the Managing Entity via telephone of the death within 24 hours of the occurrence. Calling the Managing Entity, in addition to IRAS submission, also applies to elopement of a child or court-ordered adult and any incident involving active media involvement. Network Service Providers may call the Managing Entity's Access to Care Line, requesting to speak to a member of the Clinical Department at (877) 229-9098.

(h) When information is found to be missing from an incident report, a request by the Managing Entity shall be sent to the Network Service Provider for completion. Network Service Providers have 24 hours from the date/time of the request to submit missing information back to the Managing Entity, as well as update the incident report in the IRAS system.

(9) SAMH Community Consumer Satisfaction Survey (SCCSS)

(a) The Substance Abuse and Mental Health (SAMH) Community Consumer Satisfaction Survey (SCCSS) is based on a survey instrument for adults and children originally developed by the Mental Health Statistics Improvement Project (MHSIP) Task Force sponsored by the SAMHSA, Center for Mental Health Services (CMHS), to meet the Federal data requirements of the Consumer-Oriented Mental Health Report Card.

(b) The Network Service Provider is responsible for collecting and submitting survey data as specified in this contract, and per DCF Data System Guidelines. The Managing Entity has developed a collection and reporting system in which the required survey data is measured each quarter and reviewed on an ongoing timeline throughout the year. The Department requires that the content of the survey instrument remain the same. The core questions and domains for these questions cannot be modified, but additional questions may be incorporated if the Managing Entity has cause to add items.

(c) The Network Service Provider shall:

1. Have written policies and procedures in place for the collection and ongoing submission of consumer satisfaction survey data to the Managing Entity in the manner provided by Management Entity.

2. Meet each quarterly survey submission quota by the quarterly deadline as defined by the Managing Entity for each program area the Network Service Provider serves. Failure to meet quarterly compliance and/or end-of-year compliance may result in a CAP.

3. Collect and report survey data for Individuals Served in each of the following four program areas, as specified in this contract:

a. Group 1: Adult Mental Health (AMH)

b. Group 2: Adult Substance Abuse (ASA)

c. Group 3: Children's Mental Health (CMH)

d. Group 4: Children's Substance Abuse (CSA)

DIRECTION TO PROVIDERS ON HOW TO CALCULATE QUARTERLY SURVEY SUBMISSION TOTALS

	AMH		**CMH**		**ASA**		**CSA**	
	Prior FY Served	**Sample Size**	**Prior FY Served**	**Sample Size**	**Prior FY Served**	**Sample Size**	**Prior FY Served**	**Sample Size**
Provider		See DCF Data System Guidelines		See DCF Data System Guidelines		See DCF Data System Guidelines		See DCF Data System Guidelines

Quarterly Quota for (*PROVIDER NAME HERE*): _____ ANNUAL QUOTA: _____

To calculate quarterly quota: take the annual minimum sample size total and divide by 4 to identify quarterly target for surveys, repeat for each program area.

Per DCF Data System Guidelines:
Short-term programs with less than 30 days length of stay are exempt from the survey guidelines. These programs include, but may not be limited to, the following: detoxification-only, CSU-only, assessment-only services or non-client specific services (e.g., prevention).

4. The Network Service Provider shall submit electronically all consumer survey responses to the Managing Entity in the manner provided by Management Entity.

(10) Wait List

Wait list information may be used by the Managing Entity as part of the utilization management and continuous quality improvement plans to identify needs and gaps in services across the SOC.

(a) The Network Service Provider shall:

1. Have written procedures in place to accurately track and ensure the maintenance of a complete wait list, by program or service type, for their agency. Procedures should include

reference to the submission of data to the Managing Entity in the manner provided by the Managing Entity.

2. Only Prevention and Non-Client Specific services are exempt from maintaining a wait list. All other program services must track access and availability of care via maintenance of a wait list.

3. Count those individuals who have been screened and meet criteria and are deemed in need of substance abuse or mental health treatment services from the Network Service Provider.

4. When an individual is receiving interim services while awaiting admission into the recommended treatment service, that individual is reported on the wait list as waiting for the recommended service.

5. The provider is required to identify and note any interim services being provided to the consumer while on the wait list.

6. The Network Service Provider is required to enter consumers on a wait list in accordance with the DCF Data System Guidelines and via the manner provided by the Managing Entity.

7. The provider may be subject to a CAP as a result of identified reporting issues or deficiencies.

(b) General Policies and Considerations

The following time frames shall be used for placing an individual on the wait list:

1. Any individual waiting longer than four (4) days for a residential bed for either mental health or substance abuse shall go on a wait list.

2. Any individual waiting longer than four (4) days for a bed in Detox shall go on a wait list.

3. Any individual waiting longer than fourteen (14) days for outpatient services (both mental health and substance abuse), intervention (substance abuse only), or methadone services, shall go on a wait list.

4. Any individual waiting longer than fourteen (14) days for a non-mental health funded service shall go on a wait list.

5. Any individual referred to a state treatment facility shall go on a wait list once the packet is considered complete.

Guidelines for maintaining a wait list specific to Substance Abuse Services:

1. Any individual who has been screened and is in need of substance abuse treatment shall go on a wait list. This applies only to an in-person screening for services.

2. In order for the individual to remain on the wait list, an in-person meeting, telephone contact or other documented contact must have taken place at least within 30 days of the initial contact and at least every thirty (30) days thereafter. The contacts should be more frequent than every thirty (30) days, however, the individual must be contacted within the thirty (30)-day time period.

3. Individuals in treatment, but waiting for the appropriate level of service, should be counted as waiting for the appropriate level of service. For example, an individual receiving one hour of outpatient treatment once a week while waiting to enter a residential program should be counted on a wait list for residential treatment.

4. Each individual counted on a wait list must have supporting documentation, i.e., the Wait List Documentation Form, maintained in a file separate from the client's clinical record. The information on this form shall be used to verify what is reported on the wait list.

5. Wait list information must be updated on a monthly basis. Any individual who has not had

an in-person, telephone or other documented contact in the last thirty (30) days should be removed from the wait list.

6. Incarcerated individuals are not counted as waiting for treatment. Exceptions apply when an incarcerated individual's only condition for being released is admission into a substance abuse treatment program. In this case, the incarcerated individual shall be counted on a wait list.

(11) Bed Count

(a) The Managing Entity must have the ability to immediately provide accurate and real time data on current bed status information to Department. This information includes, but may not be limited to, the number of available beds by payor source and program type across the SOC.

(b) All Network Service Providers with licensed bed capacity shall report daily bed count data in the manner provided by Management Entity.

(c) Additionally, the Managing Entity shall systematically review bed count information to identify trends in utilization and potential opportunities to improve access to care within the SOC.

(d) All Network Service Providers with licensed bed capacity shall:

1. Maintain 100% compliance with entering and updating bed count information for the following:

a. Residential (all levels) and Room and Board (all levels): for each program and bed type daily.

b. ACSU Facilities (Crisis Stabilization, Hospital licensed as Public Receiving Facility, and Substance Abuse Detoxification and Addiction Receiving Facility): for each program, bed type and payor source daily.

2. Have written policies and procedures in place to ensure the maintenance of an accurately completed daily bed count. Procedures shall include reference to the data entry of bed count in the manner provided by Managing Entity.

3. Provide the Managing Entity with the name and contact information of the designated point of contact for bed count compliance within thirty (30) days of contract execution.

4. Respond to requests from the Managing Entity for additional information regarding bed count within twenty-four (24) hours of receipt of the request.

(12) Eligibility to be a Network Service Provider

(a) Exclusionary Criteria. The Network Service Provider acknowledges that any of the following would prohibit a contract with the Managing Entity:

1. Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with s. 287.133, Fla. Stat.;

2. Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on its ability to provide services, or which adversely reflects its ability to properly handle public funds;

3. Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;

4. Has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice; or

5. Has had any prohibited business activity with the Governments of Sudan and Iran as described in §215.473(2), Fla. Stat. Regardless of the amount of the subcontract, the Managing Entity shall immediately terminate a subcontract for cause, if at any time during the

lifetime of the subcontract, a the Network Service Provider is found to have submitted a false certification under s. 287.135, F.S., or is placed on the Scrutinized Companies with Activities in Sudan List, or is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b) Provisions for Compliance. The Network Service Provider and any of its subcontractors shall comply with:

1. OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments;

2. OMB Circular A-122, Cost Principles for Non-profit Organizations;

3. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations;

4. The Reference Guide for State Expenditures, which is incorporated herein by reference and may be located at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf;

5. Chapter 65E-14, F.A.C.;

6. Block Grant requirements, including maintenance of effort;

7. State and federal grant requirements;

8. TANF requirements, if applicable;

9. Chapter 427, Fla. Stat., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if funds under this contract will be used to transport individuals served; and

10. Department or Managing Entity policies related to the delivery of service.

(c) Task Limits. The Network Service Provider shall perform only Managing Entity approved tasks and services with Managing Entity funding. With the exception of individuals served from statewide Mental Health Treatment Facilities, services shall only be provided in the following county(ies): _____; however, Individuals who reside in any of the counties of Florida can be served by this contract in accordance with §394.674, Fla. Stat.

(13) Bed Hold

(a) For SAMH-funded individuals admitted to and being treated in a residential setting (Detox, Res 1-4, etc.) who require a leave of absence or transfer from the facility due to:

a. Psychiatric emergency;

b. Medical emergency; or

c. When the leave of absence is an explicit part of the treatment plan of the Individual Served and is clearly documented in the clinical record;

the Managing Entity shall continue to pay the contracted rate to hold the bed during the leave of absence for a period not to exceed seventy-two (72) hours from the date of transfer/leave of absence. For absences that continue in excess of seventy-two (72) hours, the Network Service Provider shall submit **Exhibit M - Bed Hold Request Form**, to the Managing Entity to request continued authorization for payment.

The Managing Entity will authorize bed hold requests for no more than seven (7) days at a time. If a bed hold request exceeds seven (7) days, the Network Service Provider submitting the request should resubmit an additional **Exhibit M - Bed Hold Request Form** and participate in a staffing held by the Managing Entity.

(b) Regarding leave of absence due to elopement or leaving treatment against medical advice, in most circumstances, the Managing Entity will not pay for bed days when an Individual Served is not physically present to receive the services, except as outlined above. Therefore, the

Managing Entity can be invoiced for the date the Individual Served eloped as well as the date they return to treatment, if they return to the Network Service Provider's facility.

(14) Reporting to the Office of Inspector General

Network Service Providers and their subcontracted agencies shall comply with the provisions of CFOP 180-4 with respect to reporting requirements to the Office of the Inspector General.

(15) Requests for Modification

Network Service Providers shall utilize the **Exhibit G** - **Submission of Information Form** to request changes from the Managing Entity as it relates to the programs operated under this agreement. This form shall encompass changes to programs, funding and allocations.

2. Staffing Changes

a. The Network Service Provider shall comply with their staffing plan contained in the Managing Entity-approved **Exhibit C - Projected Operating and Capital Budget, Exhibit D - Personnel Detail Record, and Exhibit E - Agency Capacity Report.**

b. The Network Service Provider shall, within five business days, submit written notification to the Network Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor:

(1) Chief Executive Officer (CEO);

(2) Chief Operations Officer (COO);

(3) Chief Financial Officer (CFO);

(4) Chief Information Technology Officer (CITO); or

(5) Any other equivalent position within the Network Service Provider's organizational chart.

3. Network Service Provider Subcontracts

a. This contract allows the Network Service Provider to subcontract for the provision of all services, subject to the provisions of the Lutheran Services Florida Standard Contract. Written requests by the Network Service Provider to subcontract for the provision of services under this contract shall be routed through the Managing Entity's Network Manager for this contract. Prior written approval by the Managing Entity for any subcontracting of services is required. Subsequent changes to any approved subcontract agreement must also receive prior approval from the Managing Entity. The act of subcontracting shall not in any way relieve the Network Service Provider of any responsibility for the contractual obligations of this contract.

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

(1) Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with §287.133, Fla. Stat.;

(2) Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on its ability to provide services, or which adversely reflects its ability to properly handle public funds;

(3) Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;

(4) Has failed to implement a CAP approved by the Department or any other governmental entity, after having received due notice; or

(5) Has had any prohibited business activity with the Governments of Sudan and Iran as described in §215.473, Fla. Stat. Regardless of the amount of the subcontract, the Network Service Provider shall immediately terminate a subcontract for cause, if at any time during the lifetime of the subcontract, the subcontractor is found to have submitted a false certification or is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in

the Iran Petroleum Energy Sector or is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel List.

4. Service Location and Equipment

a. Service Delivery Location

The location of services shall be as specified and described in the program description which is to be submitted by the Network Service Provider in the manner provided by the Managing Entity.

b. Changes in Location

The Network Service Provider shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements. The Network Service Provider shall notify the Managing Entity's Network Manager, in writing, a minimum of 30 days prior to making any changes in location that will affect the Managing Entity's ability to contact the Network Service Provider by telephone or facsimile transmission or email.

c. Equipment

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

(2) The Network Service Provider shall comply with requirements in the **Tangible Property Requirements & Contract Provider Property Inventory Form – Incorporated Document 13**, which is incorporated herein by reference.

5. Deliverables

a. Services

The Network Service Provider shall deliver the services specified in and described in the Program Description submitted by the Network Service Provider and as set forth in **Exhibit H - Funding Detail**. Changes to the services offered under this contract are subject to approval of the Managing Entity in advance of implementation.

b. Records and Documentation

(1) The Network Service Provider shall protect the confidentiality of all records in its possession from disclosure and protect the confidentiality of Individuals Served in accordance with federal and state law, including but not limited to: §§394.455(3), 394.4615, 397.501(7), 414.295, Fla. Stat.; 42 C.F.R. §2, and 45 C.F.R. Part 164.

(2) The Network Service Provider shall notify the Managing Entity of any requests made for public records within five (5) business days of receipt of the request and shall assume all financial responsibility for records requests, records storage, and retrieval costs.

(3) The Network Service Provider shall maintain adequate documentation of the provision of all tasks, deliverables, expenditures, and Behavioral Health Services, including but not limited to:

(a) Total number of Individuals Served;

(b) Names (or unique identifiers) of individuals to whom services were provided; and

(c) Date(s) that the services were provided, so that an audit trail documenting both the provision of service, and expenditure can be maintained.

c. Reports

(1) The Network Service Provider shall submit all required documentation specified in **Exhibit A - Required Reports**, by the dates specified therein.

(2) The Network Service Provider shall ensure that its independent financial audit report is completed in compliance with and shall include the standard schedules that are outlined in Rule 65E-14.003,

F.A.C.

(3) The Network Service Provider shall submit service data to the Managing Entity as required in §394.74(3) (e), Fla. Stat., and Rule 65E-14.022, F.A.C., and the Network Service Provider shall submit the data electronically by the tenth (8^{th}) of each month for the previous month's services, as specified by this contract and in accordance with the DCF Data System Guidelines.

(4) The Network Service Provider shall:

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

(b) Ensure that all data is submitted electronically to the Managing Entity is consistent with the data maintained in the Network Service Provider's Individuals Served files;

(c) Review File Upload History and error reports to determine number of records accepted, updated, and/or rejected. It is the responsibility of the Network Service Provider to download any associated error files to determine which records were rejected and to ensure that rejected records are corrected and resubmitted within specified timeframes.

(d) Resubmit corrected records no later than the next monthly submission deadline. In the event that the Network Service Provider's total monthly submission per data set results in a rejection rate greater than five percent (5%) for two consecutive months, the Network Service Provider shall submit a CAP within thirty (30) days of the second deficient month that includes timeframe for correcting all prior data rejections; and

(e) In accordance with the provisions of §402.73(1), Fla. Stat., and Rule 65-29.001 F.A.C., CAPs may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such CAPs.

(5) The Network Service Provider shall make all requested documentation available electronically. The Network Service Provider shall ensure that all documents are clearly legible and are sent in the original format. All reports and plans or changes to existing reports and plans shall be uploaded within five (5) business days of the change or Managing Entity's approval, when approval of a plan is required.

(6) Prior to the start the Network Service Provider's contract period, the Network Service Provider shall submit, for the Managing Entity review and approval the **Exhibit C - Projected Operating and Capital Budget**, **Exhibit D - Personnel Detail Record, and Exhibit E - Agency Capacity Report** pursuant to Rule 65E-14.021, F.A.C. The Managing Entity shall re-approve the Projected Operating and Capital Budget prior to any change to a Network Service Provider's unit rates.

(7) Following the fiscal year, the Network Service Provider must submit the **Exhibit C-1 - Statement of Revenue and Expense and Exhibit D-1 – Statement of Revenue and Expense Personnel Detail** to reconcile LSF Health System payments with Network Service Provider actual expenditures per CFDA/CSFA numbers.

(8) For all client non-specific services where unit rates are set pursuant to Rule 65E-14.021, F.A.C., the budgeted SAMH funding per covered service shall be updated to reflect the utilization pattern established in the previous fiscal year(s) of the contract period.

(9) Where this contract requires the delivery of reports to the Managing Entity, mere receipt by the Managing Entity shall not be construed to mean or imply acceptance of those reports. The Managing Entity reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this contract, and must notice the Network Service Provider electronically within fifteen (15) days of receipt of the report by the Managing Entity. The Managing Entity, at its option, may allow additional time within which the Network Service Provider may remedy the objections noted by the Managing Entity or the Managing Entity may, after having given the Network Service Provider a reasonable opportunity to complete, make adequate, or acceptable, such reports, declare the contract to be in default.

(10) The Network Service Provider is required to comply with **Attachment III** to the Lutheran Services Standard Contract.

d. Performance Specifications

The Network Service Provider shall be solely and uniquely responsible for the satisfactory performance of the tasks described in this contract and its Incorporated Documents and Exhibits. By execution of this contract, the Network Service Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it fully understands all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof whether performed by the Network Service Provider or its subcontractor(s), as applicable.

e. Performance Outcomes Measures

(1) In addition to any criteria for approval of deliverables and services for payment, the Network Service Provider must meet the performance outcomes measures specified in **Exhibit B - Performance Outcome Measures** and document monthly progress toward compliance with the targets.

(2) Performance outcome measures shall be evaluated monthly and during each annual monitoring of the Network Service Provider. The Network Service Provider is responsible and accountable for meeting all performance outcomes measure targets, as specified in this contract.

(3) The performance outcome measures targets are subject to periodic review by the Department and adjustments to the targets or the measures may be made by mutual agreement between the Managing Entity and the Department.

(4) The Network Service Provider agrees that the SAMH data system shall be the source for all data used to determine compliance with performance outcomes measures, understanding that the Network Service Provider submits all data in the manner provided by Management Entity, and once validated by the Managing Entity, the Managing Entity then submits that data to FASAMS. Performance of the Network Service Provider shall be monitored and tracked by the Managing Entity. The Managing Entity shall provide applicable technical assistance to Network Service Provider and initiate corrective actions, as required, and shall report to the Department on a quarterly basis.

(5) The Network Service Provider shall submit all service related data for Individuals Served that are funded in whole or in part by SAMH funds and local match.

f. Performance Measurement Terms

The DCF Data System Guidelines provides the definitions of the data elements used for various performance outcomes measures and contains policies and procedures for submitting the required data into the Managing Entity in the manner provided by Management Entity.

g. Performance Evaluation Methodology

The methodology and algorithms to be used in assessing the Network Service Provider's performance are outlined in the guidance document **Performance Outcomes Measurement Manual – Incorporated Document 14**, which is incorporated herein and may be located on the Managing Entity's website.

h. Performance Standards Statement

By execution of this contract, the Network Service Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and shall be bound by the conditions set forth in this contract. If the Network Service Provider fails to meet these standards, the Managing Entity, at its exclusive option, may allow a reasonable period, not to exceed three months, for the Network Service Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Managing Entity within the prescribed time, and if no extenuating circumstances can be documented by the Network Service Provider to the Managing Entity's satisfaction, the Managing Entity may terminate the contract. The Managing Entity has the exclusive

authority to determine whether there are extenuating or mitigating circumstances. The Network Service Provider further acknowledges and agrees that during any period in which the Network Service Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

i. Failure to Perform

If the Network Service Provider fails to perform in accordance with this contract, or fails to perform the minimum level of service required by this contract, the Managing Entity will apply financial consequences provided for in the Lutheran Services Florida Standard Contract, Paragraph 21. The parties agree that the financial consequences provided for under this section constitute financial consequences under §§287.058(1)(h); and 215.871(1)(c), Fla. Stat. The foregoing does not limit additional financial consequences, which may include, but are not limited to, refusing payment, withholding payment until deficiency is cured, tendering partial payments, applying payment adjustments for additional financial consequences to the extent that this contract so provides, or termination pursuant to the terms of the Lutheran Services Florida Standard Contract, and requisition of services from an alternate source. Any payment made in reliance on the Network Service Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with the Lutheran Services Standard Contract, to the extent of such error.

j. Corrective Action Plan for Performance Deficiencies

By execution of this contract, the Network Service Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If performance deficiencies are not resolved to the satisfaction of the Managing Entity within the prescribed time, and if no extenuating circumstances can be documented by the Network Service Provider to the Managing Entity's satisfaction, the Managing Entity may terminate the contract. The Managing Entity has the exclusive authority to determine whether there are extenuating or mitigating circumstances.

Corrective action may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Financial consequences may be imposed for failure to implement or to make acceptable progress on such corrective action as identified and set forth in the Lutheran Services Standard Contract, Financial Penalties for Failure to Take Corrective Action.

6. Network Service Provider Responsibilities

The Network Service Provider shall:

(1) Collaborate with the Managing Entity to amend into this contract all applicable requirements of any appropriations, awards, initiatives, or Federal grants received by the Managing Entity and the Department;

(2) Cooperate with the Managing Entity and the Department when investigations are conducted regarding a regulatory complaint;

(3) Integrate the Managing Entity's and the Department's current initiatives, new state and federal requirements, and policy initiatives into its operations;

(4) The Network Service Provider shall coordinate with the Community Based Care lead agency, or agencies, as appropriate, to further the child welfare role of the Department, pursuant to §409.996(12), Fla. Stat. Such coordination shall be in accordance with **Incorporated Documents 6, 16, 28, and 30**, which are incorporated herein by reference;

(5) The Network Service Provider shall coordinate with the judicial system, the criminal justice system, and the local law enforcement agencies in the geographic area, to develop strategies and alternatives for diverting individuals from the criminal justice system to the civil system. Such diversion shall be as provided under pt. I of ch. 397, Fla. Stat., and §394.9082, Fla. Stat., and apply to persons with substance use and mental health disorders who are included in the priority population pursuant to

§394.674, Fla. Stat., who are arrested for a misdemeanor;

(6) The NSP shall coordinate with the judicial system to provide services covered through this contract that address the substance abuse and mental health needs of children and parents in the child welfare system and the juvenile justice system;

(7) The NSP shall integrate the Managing Entity's current initiatives, new state and federal requirements, and policy initiatives into its operations and

(8) Comply with 45 C.F.R. Section 164.504(e)(2)(ii).

7. Managing Entity Responsibilities

a. Managing Entity Obligations

(1) The Managing Entity shall provide technical assistance and support to the Network Service Provider as necessary, concerning the terms and conditions of this contract.

(2) The Managing Entity shall collaborate with the Community Based Care lead agencies to integrate other services with the substance abuse and mental health treatment and supports, and shall require Network Service Providers to participate on family or clinical teams, pursuant to §409.996(12), Fla. Stat.

(3) The Managing Entity shall coordinate with the judicial system to provide services covered through its contract that address the substance abuse and mental health needs of children and parents in the child welfare system and the juvenile justice system in collaboration with Network Service Providers; and

(4) The Managing Entity shall participate in the interagency team meetings created as a result of the Interagency Agreement for child-serving agencies, in collaboration with Network Service Providers where appropriate.

b. Determinations

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

c. Monitoring Requirements

(1) The Network Service Provider shall be monitored in accordance with §394.741, Fla. Stat., §402.7305, Fla. Stat., CFOP 75-8, Contract Monitoring Operating Procedures, and shall be monitored on its performance of any and/or all requirements and conditions of this contract. The Network Service Provider shall comply with any requests made by the Managing Entity's evaluator(s) as part of the conduct of such monitoring. At no cost to the Managing Entity, the Network Service Provider shall provide complete access to all programmatic, administrative, management, budget and financial information related to services provided under this contract.

(2) The Managing Entity shall provide a written report to the Network Service Provider within 30 days of the monitoring team's exit. If the report indicates corrective action is necessary, the Network Service Provider shall provide a proposed corrective action plan for the Managing Entity's approval, except in the case of threat to life or safety of Individuals Served, in which case the Network Service Provider shall take immediate action to ameliorate the threat and associated causes. The Network Service Provider's Corrective Action Plan is to be completed and returned to the Managing Entity for approval within fifteen (15) days of receipt of the monitoring report.

(3) In addition to the monitoring outlined above, the Managing Entity shall assess the overall performance of the Network Service Provider.

(4) Assessment shall include, but may not be limited to, reviews of procedures, data systems, program service delivery, accounting records, financial management policies and procedures and support documentation, internal quality improvement reviews, and documentation of service of

Individuals Served. The Network Service Provider shall cooperate at all times with the Managing Entity to conduct these reviews and shall provide all documentation requested by the reviewers in a timely manner at its administrative office or other location, as determined by the Managing Entity.

C. Method of Payment

1. Payment Clause

This contract is comprised of federal and state funds, subject to reconciliation. The **Exhibit H - Funding Detail** identifies the type and amount of funding provided. At the beginning of each fiscal year, the **Exhibit H - Funding Detail** shall be amended into this contract, and the total contract amount shall be adjusted accordingly, on an annual basis.

The contract total dollar amount shall not exceed $_____, subject to the availability of funds from the Department. The Managing Entity shall pay the Network Service Provider a prorated amount not to exceed one-twelfth of the contracted amount each month.

a. The Managing Entity shall pay the Network Service Provider for the delivery of services provided in accordance with the terms and conditions of the _____ payment methodology.

(1) If the Network Service Provider has special funding with varying method of payments, the special funding Attachment will outline the method of payment for that program.

(2) For all special funding paid using a fixed rate payment methodology:

(a) The total monthly payment amount shall not exceed one-twelfth of the fixed rate portion of the contract amount. The payment amount shall be included as a line item in the Network Service Provider's Exhibit I Invoice under the regular contract with the following documentation provided as support.

(b) The Network Service Provider shall submit the **Exhibit O – Expenditure Reconciliation Report** which will outline expenses incurred. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly Expenditure Reconciliation reports after the third quarter depending on the Network Service Providers rate of spending.

(c) All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

(d) LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Network Service Provider in the Expenditure Reconciliation Report.

(e) LSF Health Systems will audit substantiating documentation outlined on the Expenditure Reconciliation Report as part of its monitoring and oversight process.

(f) Network Service Provider shall return to LSF Health Systems any unused funds and unmatched grant funds, as documented in the final Expenditure Reconciliation Report, no later than 60 days following the ending date of the subcontract.

(g) The Department of Children and Families CFOP 75-02 and Uniform Guidance govern fixed rate under this contract. The provisions therein are incorporated herein by reference.

(h) Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

(i) Mileage for travel will be reimbursed at a rate not to exceed $0.445 per mile, the current rate established by the State of Florida.

(3) For all special funding paid using a cost reimbursement payment methodology:

(a) The total monthly payment amount shall not exceed one-twelfth of the contract amount. The payment amount shall be included as a line item in the Network Service Provider's Exhibit I Invoice

under the regular contract with the following documentation provided as support.

(b) The Network Service Provider shall submit the **Exhibit P - Cost Reimbursement Report - Part 1 and Part 2** which will outline expenses incurred. This report shall be submitted on or before the 8th of the month following the month for which payment is being requested along with all substantiating documentation and/or receipts.

(c) All funds paid under the cost reimbursement methodology must be accounted for through the Cost Reimbursement Report and any funding not accounted for is subject to repayment to LSF Health Systems.

(d) LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Network Service Provider in the Cost Reimbursement Report.

(e) LSF Health Systems will audit substantiating documentation outlined on the Cost Reimbursement Report as part of its monitoring and oversight process.

(f) Network Service Provider shall return to LSF Health Systems any unused funds, as documented in the final Cost Reimbursement Report, no later than 60 days following the ending date of the subcontract.

(g) The Department of Children and Families CFOP 75-02 and Uniform Guidance govern cost reimbursement under this contract. The provisions therein are incorporated herein by reference.

(h) Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

(i) Mileage for travel will be reimbursed at a rate not to exceed $0.445 per mile, the current rate established by the State of Florida.

2. Invoice Requirements

a. In accordance with the terms and conditions of this contract, the Network Service Provider shall submit monthly data to generate an invoice no later than 5pm on the 8th calendar day following the month for which payment is being requested, in the form of person and non-person specific data with adequate supporting documentation and appropriate data on service utilization and individuals served, in accordance with the DCF Data System Guidelines;

(1) The Network Service Provider shall attest and certify as to each monthly data submission for invoicing that, at the time of submission, no other funding source was known for the included services. This attestation shall be contained in the body of the electronic message when submitting the invoice by 5pm on the 8th.

(2) Allowable covered services within a bundled rate, as defined by the FASAMS Pamphlet 155-2, must be reported as the actual covered service (i.e. Case Management, Medical Services, etc.). This is also known as “encounter data”.

b. Failure to submit properly complete and accurate invoice data shall prevent the authorization of payment;

c. Within ten (10) business days of receipt of properly completed invoice data from the Network Service Provider, the Network Manager shall either approve the invoice for payment or notify the Network Service Provider of any deficiencies that must be corrected by the Network Service Provider;

d. Failure to submit the required documentation shall cause payment to be delayed until such documentation is received;

e. The Managing Entity shall make payment not more than thirty-five (35) days from the date eligibility for payment is determined, subject to the availability of funds from the Department;

f. When the Managing Entity fully implements the electronic invoice process, the Network Service Provider will be paid based upon the accepted data entered into the Managing Entity’s reporting system.

g. Following the conclusion of each state fiscal year, the Network Service Provider shall submit invoice data for the final invoice to the Managing Entity no later than July 31st;

h. The Managing Entity reserves the right to request additional documentation to support the payment of an invoice at any time;

3. Local Match Calculation

a. The Network Service Provider shall maintain, at minimum, an accounting of local match, and report local match to the Managing Entity upon request. The **Exhibit J - Local Match Calculation Form** shall be submitted upon request of the Managing Entity.

4. Allowable Costs

a. All costs associated with performance of the services contemplated by this contract must be both reasonable and necessary and in compliance with the Cost Principles for non-profit organizations, pursuant to 2 C.F.R., pt. 230 (OMB Circular A-122, Cost Principles for Non-Profit Organizations,) and the Financial Rules pursuant to Rule 65E-14, F.A.C.

b. Any compensation paid for an expenditure subsequently disallowed as a result of the Network Service Provider's noncompliance with state or federal funding regulations shall be repaid to the Managing Entity upon discovery.

c. Invoices must be dated and submitted by an authorized representative of the Network Service Provider, in accordance with the submission schedule in this contract, with appropriate service utilization and Individuals Served data accepted by the Managing Entity, in accordance with the DCF Data System Guidelines.

d. The Network Service Provider is required to submit a new Form W-9 through the DFS website at http://flvendor.myfloridacfo.com. This website provides a new substitute Form W-9 that is unique to Florida and collects and integrates the information with other electronic data to facilitate payment. Consequently, all Network Service Providers, regardless of their business type, size, or tax status, who have not already completed this requirement must use this website and complete the required information. The DFS W-9 system includes a verification of the data submitted with the Internal Revenue Service (IRS). Mismatches shall be identified and returned to the grant recipients for resolution. DFS shall reject invoices from grant recipients who have not submitted a new substitute W-9 that has been validated by the IRS.

5. Third Party Billing

a. The Managing Entity and the Department are intended to be Payors of last resort. The Network Service Provider shall adhere to the following guidelines for payment and billing:

(1) The Network Service Provider shall not bill the Managing Entity for services provided to:

(a) Individuals who have third party insurance coverage when the services provided are paid under the insurance plan; or

(b) Recipients of Medicaid, or another publicly funded health benefits assistance program, when the services provided are paid by said program.

(2) The Network Service Provider shall comply with the terms and conditions of 65E-14, F.A.C. in determining which individuals to bill to the Managing Entity.

b. The Network Service Provider shall report Medicaid earnings and earnings from other publicly funded health benefits assistance programs separately from all other fees.

6. Temporary Assistance to Needy Families (TANF) Billing

The Network Service Provider must comply with the applicable obligations under Part A or Title IV of the Social Security Act. The Network Service Provider agrees that TANF funds shall be expended for TANF participants as outlined in the guidance document **TANF – Incorporated Document 21**, which is incorporated herein by reference and Temporary Assistance to Needy Families (TANF) Guidelines, which is incorporated herein by reference and may be located at:

https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities

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

Unless waived in **Section D** (Special Provisions) of this contract, the Network Service Provider agrees that sub-capitated rates from a Medicaid health maintenance organization, prepaid mental health plan, or provider services network are considered to be "third party payor" contractual fees as defined in Rule 65E-14.001, F.A.C. Services that are covered by the sub-capitated contracts and provided to persons covered by these sub-capitated contracts must not be billed to the Managing Entity. The Network Service Provider shall ensure that Medicaid funds shall be accounted for separately from funds for this contract, and reported to the Managing Entity as per **Section C** (Method of Payment) **5b.** (Third Party Billing.)

Information and Referral and Crisis Support Emergency

Network Service Providers who are contracted for the Information and Referral and Crisis Support Emergency covered services will receive reimbursement up to an agreed percentage of the total payment due for each applicable OCA on the monthly invoice.

D. Special Provisions

1. Dispute Resolution

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

b. If the CEOs are unable to resolve the issue within ten days, the parties' appointed representatives shall meet within ten working days and select a third representative. These three representatives shall meet within ten working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Department's Secretary who shall work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action shall be in Hillsborough County, Florida.

2. MyFloridaMarketPlace Transaction Fee

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

3. Contract Renewal

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

4. Insurance Requirements

a. The Network Service Provider shall notify the Network Manager within fifteen (15) calendar days if there is a modification to the terms of insurance, including but not limited to, cancellation or modification to policy limits.

b. The Network Service Provider acknowledges that as an independent contractor, the Network Service Provider is not covered by the State of Florida Risk Management Trust Fund for liability created by

§284.30, Fla. Stat.

c. The Network Service Provider shall obtain and provide proof to the Managing Entity and the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Network Service Provider and all of its employees. The limits of Network Service Provider's coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

d. If in the course of the performance of its duties under this contract any officer, employee, or agent of the Network Service Provider operates a motor vehicle, the Network Service Provider shall obtain and provide proof to the Managing Entity and the Department of comprehensive automobile liability insurance coverage. The limits of the Network Manager's coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

e. The Network Service Provider shall obtain and provide proof to the Managing Entity and the Department of professional liability insurance coverage, including errors and omissions coverage, to cover the Network Service Provider and all of its employees. If in the course of the performance of the duties of the Network Service Provider under this contract any officer, employee, or agent of the Network Service Provider administers any prescription drug or medication or controlled substance, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover the Network Service Provider and all of its employees. The limits of the coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

f. The Managing Entity and the Department shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Network Service Provider purchasing the insurance.

g. All such insurance policies of the Network Service Provider shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A.M. Best or an equivalent rating by a similar insurance rating firm, and shall name the Managing Entity and the Department as an additional insured under the policy(ies). The Network Service Provider shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming the Managing Entity and the Department as an additional insured or a form of additional insured endorsement that is acceptable to the Managing Entity and the Department in the reasonable exercise of its judgment, with the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S.

(1) The Network Service Provider will provide the Managing Entity, at the time of the execution of this contract, a Certificate of Insurance indicating general, automobile, and professional liability coverage. The Certificate of Insurance must contain an endorsement naming "Lutheran Services Florida, Inc., d/b/a LSF Health Systems, LLC" and "Florida Department of Children and Families" along with the respective facility address as additional insured and certificate holder. The Certificate of Insurance must also contain a waiver of subrogation in favor of "Lutheran Services Florida, Inc., d/b/a LSF Health Systems, LLC" and "Florida Department of Children and Families". The Network Service Provider also agrees to indemnify the Managing Entity and the Department from and against any and all costs, claims, judgments suits or liabilities including attorney's fees related to or arising from the Network Service Provider and their performance of services under this contract. This indemnification obligation will survive the termination of this contract as applicable.

h. All such insurance obtained by the Network Service Provider shall be submitted to and confirmed by the Network Manager on an annual basis.

i. The requirements of this section shall be in addition to, and not in replacement of, the requirements of Section 10, of the Lutheran Services Florida Standard Contract to which this Attachment I is attached, but in the event of any inconsistency between the requirements of this section and the requirements of the Lutheran Services Florida Standard Contract, the provisions of this section shall prevail and control.

5. Employment Eligibility Verification (E-Verify)

a. Definitions as used in this clause:

(1) "Employee assigned to the contract" means all persons employed during the contract term by the Network Service Provider to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors of the Network Service Provider) assigned by the Network Service Provider to perform work pursuant to this contract with the Managing Entity.

(2) "Subcontract" means any contract entered into by a Network Service Provider to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(3) "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another Network Service Provider.

b. Enrollment and Verification Requirements

(1) The Network Service Provider shall:

(a) Enroll as a provider in the E-Verify program within 30 calendar days of contract award or amendment.

(b) Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the Network Service Provider or a Subcontractor to perform work pursuant to the contract with the Managing Entity shall be verified as employment eligible within three business days after the date of hire.

(2) The Network Service Provider shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.

(a) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Network Service Provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Network Service Provider shall be referred to a DHS or SSA suspension or debarment official.

(b) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Network Service Provider is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Network Service Provider, then the Network Service Provider must re-enroll in E-Verify.

(c) Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) The Network Service Provider is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Network Service Provider through the E-Verify program.

(e) Evidence of the use of the E-Verify system shall be maintained in the employee's personnel file.

(f) A photocopy of the employee's driver's license used to complete the I-9 Form must be maintained in the personnel file.

(g) The Network Service Provider shall include the requirements of this section, including this paragraph (f) (appropriately modified for identification of the parties), in each subcontract.

(h) The Subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the Network Service Provider.

6. Preference to Florida-Based Businesses

The Network Service Provider shall maximize the use of state residents, state products, and other Florida-based businesses in fulfilling its contractual duties under this contract.

7. Financial Attestations

The Network Service Provider shall ensure compliance with Rule 65E-14.018, F.A.C., by obtaining a financial attestation from each consumer to validate their due diligence for fiscal stewardship of State funding. The financial attestation must include the annual household income, family size, client name, client identification number, a client signature, date of signature, staff signature and date staff signed the attestation. Financial eligibility will be determined based off of Health and Human Services Poverty Guidelines that are updated and released annually and where the household income is at 150% above Federal poverty level or less. Once a consumer reaches 151% above the Federal poverty level, the Network Service Provider shall enact their sliding fee scale to all services delivered.

8. Sliding Fee Scale

A copy of the Network Service Provider's sliding fee scale that reflects the uniform schedule of discounts referenced in Rule 65E-14.018, F.A.C., shall be kept in the Network Service Provider's contract file. The Network Service Provider shall submit to the Network Manager, within 15 days of the execution of this contract, a copy of the Network Service Provider's sliding fee scale.

9. Trust Funds for Individual Served

a. The Network Service Provider shall comply with 20 C.F.R. Section 416 and 31 C.F.R. Section 240, as well as all other applicable federal laws, regarding the establishment and management of individual client trust accounts when the Network Service Provider is the representative payee, as defined as, the entity who is legally authorized to receive Supplemental Security Income, Social Security Income, Veterans Administration benefits, or other federal benefits on behalf of Individuals Served.

b. The Network Service Provider assuming responsibility for administration of the personal property and funds of clients shall follow the Department's Accounting Procedures Manual AMP 7, Volume 6, incorporated herein by reference (7APM6). The Managing Entity and the Department personnel or their designees, upon request, may review all records relating to this section. Any shortages of client funds that are attributable to the Network Service Provider shall be repaid, plus applicable interest, within one week of the determination.

c. Notwithstanding 7APM6 Section 15, the Network Service Provider shall maintain all reconciliation records on-site for review.

10. National Provider Identifier (NPI)

a. All health care providers, including the Network Service Provider, are eligible to be assigned a Health Insurance Portability and Accountability Act (HIPAA) National Provider Identifiers (NPIs). However, Network Service Providers who are covered entities meeting the requirements of 45 CFR Part 162 must obtain and use NPIs.

b. An application for an NPI may be submitted online at:

https://hmsa.com/portal/provider/zav_pel.ph.NAT.500.htm

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

(1) The Florida Medicaid Health Insurance Portability and Accountability Act:

https://ahca.myflorida.com/Medicaid/hipaa/Docs/FL_Medicaid_NPI_requirements.pdf

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

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

(3) The CMS NPI:

https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/NationalProvIdentStand/

11. Files of Individuals Served

The Network Service Provider is required to maintain all current and subsequent medical records/clinical files of Individuals Served. In the event a Network Service Provider program closes, the Managing Entity shall obtain files from the Network Service Provider and transport them to the Department.

12. Satisfaction Survey for Individuals Served

The Network Service Provider shall conduct satisfaction surveys of Individuals Served pursuant to the DCF Data System Guidelines.

13. Notification of Adverse Findings

The Network Service Provider shall report any adverse finding or report by any regulatory or law enforcement entity to the Managing Entity within 48 hours.

14. Medicaid Enrollment

The Network Service Provider shall enroll as a Medicaid provider. Exceptions to this requirement include instances where the Network Service Provider presents evidence that the services it renders under this contract are not payable by Medicaid or other circumstances approved by the Managing Entity.

15. Mobile Response Teams (MRTs)

The Network Service Provider must provide contact information for its local Mobile Response Teams to parents and caregivers of children, adolescents, and young adults between ages 18 and 25, inclusive, who receive behavioral health services.

E. Program Specific Requirements

The Network Service Provider shall incorporate any additional program-specific funds appropriated by the Legislature or contracted for Behavioral Health Services. Any increases shall be documented through an amendment to this contract, resulting in a current fiscal year funding and corresponding service increase. Such increase in services must be supported by additional deliverables as outlined in the amendment.

The Network Service Provider shall adhere to the Exhibits and Incorporated Documents for program specific funds as outlined in Appendix A of this contract.

All Exhibits and Incorporated Documents can be found on the LSF Health Systems website: https://www.lsfhealthsystems.org/contract-documents/.

Appendix B outlines all of the exemptions pertaining to this contract.

Appendix C outlines all special attachments, beyond Attachment IV, pertaining to this contract.

Appendix D outlines all negotiated performance measure targets pertaining to this contract.