Alachua County Board of County Commissioners
Amendment 110

This amendment (the "Amendment") is made and entered into by and between Lutheran Services Florida, Inc. d/b/a LSF Health Systems ("LSF") and Alachua County Board of County Commissioners ("Provider") to be effective July 1, 2022. Provider and LSF may be referred to herein individually as a "party" or collectively as "the parties."

Whereas, LSF wishes to amend the contract entered into between said parties on July 1, 2020, the purpose of this amendment is to replace the Standard Contract, Attachments, Exhibits, Incorporated Documents, and Appendices.

NOW THEREFORE, in consideration of the mutual covenants, and the mutual promises contained hereinafter, and in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, as independent contractors, the parties agree as follows:

1. Capitalized terms herein shall be ascribed the meaning given by the Contract. In the event of conflict between this Amendment and the Contract, this Amendment shall control.

2. Standard Contract is replaced in its entirety with the Standard Contract revised July 1, 2022 incorporated herein. All prior standard contracts with reference to the same content are deleted.

3. All Attachments are replaced in its entirety with the Attachments incorporated herein. All prior attachments with reference to the same content are deleted.

4. All Exhibits are replaced in its entirety with the Exhibits referenced herein. All prior exhibits with reference to the same content are deleted.

5. All Incorporated Documents are replaced in its entirety with the Incorporated Documents referenced herein. All prior incorporated documents with reference to the same content are deleted.

6. All Appendices are replaced in its entirety with the Appendices incorporated herein. All prior appendices with reference to the same content are deleted.

Except as amended herein, the terms and conditions of the Agreement remain the same in full effect and authority.

The parties' authorized representatives have executed this Amendment with its contracts, attachments, exhibits, incorporated documents and appendices to be effective the 1st day of July, 2022.

Alachua County Board of County Commissioners	**Lutheran Services Florida, Inc. d/b/a LSF Health Systems**
_____	_____
Signature Date	Signature Date
_____	_____
Printed Name Title	Printed Name Title

LUTHERAN SERVICES FLORIDA STANDARD CONTRACT

THIS CONTRACT is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "Managing Entity" and **Alachua County Board of County Commissioners** herein after referred to as the "Network Service Provider." The Managing Entity and Network Service Provider agree as follows:

1. **Purpose.** The Managing Entity is engaging the Network Service Provider for the purpose of behavioral health services, as further described in Attachment I hereto. The Network Service Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract**.** These deliverables must be received and accepted by the Network Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Managing Entity**.** Unless otherwise provided in the procurement document, if any, or governing law, the Managing Entity reserves the right to add services that are incidental or complimentary to the original scope of services.

2. **Effective and Ending Dates.** This contract shall be effective on **July 1, 2020**. The performance period under this contract shall commence on the effective date of this contract and shall end at midnight, Eastern time, on **June 30, 2023**, subject to the survival of terms provisions of Section 34 hereof.

3. **Payment for Services.** The Managing Entity shall pay for contracted services performed by the Network Service Provider on and after the effective date of this contract according to the terms and conditions of this contract of an amount not to exceed **$3,024,134.00** or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Network Service Provider. The Managing Entity's performance and obligation to pay under this contract is contingent upon the award and contract from the State of Florida which is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

    a. In the event that the Managing Entity has funds remaining after paying the annual contract amount outlined in the current year's Exhibit H – Funding Detail and/or there are available funds in the Network, and the Network Service Provider has delivered additional units of service in accordance with the terms and conditions of this contract for which the Network Service Provider has not been paid, the Managing Entity may, in its sole discretion, pay the Network Service Provider for some or all of the additional units of service entered into the Managing Entity's data system by the Network Service Provider.

4. **Contract Document.** The Network Service Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, Attachment I, Attachment II, Attachment III, Attachment IV, any additional Attachments as indicated on Appendix C, and any Exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf are incorporated into and made a part of this contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this contract. Sections 1.d., 2-4, 6, 8-13, 20, 23, 27, and 31 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

5. **Compliance with Statutes, Rules, and Regulations.** In performing its obligations under this contract, the Network Service Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this contract as they may be enacted or amended from time-to-time, including but not limited to, those described in Section 36 of this contract.

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

a. The name, address, and telephone number of the Network Service Provider shown above and the official payee to whom the payments shall be made are: Name: **Alachua County Board of County Commissioners** Address: **4201 SW 21st Place** City: **Gainesville** State: **FL** Zip Code: **32607** Phone/Ext: **(352) 955-2450** b. The name, address, telephone number, and e-mail address where financial and administrative records are maintained: Name: **Jill Myers** Address: **Refer to 6.a.** City: **Refer to 6.a.** State: **FL** Zip Code: **Refer to 6.a.** Phone/Ext: **(352) 374-3605 Ext. 2519** E-mail: **jcm@alachuaclerk.org**	c. The name, address, and telephone number of the Network Manager for the Managing Entity for this contract: Name: **Kirkfred Villorente** Address: **9428 Baymeadows Rd; Ste 320** City: **Jacksonville** State: **FL** Zip Code: **32256** Phone/Ext: **(904) 337-4069** E-mail: **kirk.villorente@lsfnet.org** d. The name, address, telephone number, and e-mail address of the representative of the Network Service Provider responsible for administration of the program under this contract: Name: **Ron Akins** Address: **Refer to 6.a.** City: **Refer to 6.a.** State: **FL** Zip Code: **Refer to 6.a.** Phone/Ext: **(352) 337-6248** E-mail: **RAkins@alachuacounty.us**

7. **Inspections and Corrective Action.** The Network Service Provider shall permit all persons who are duly authorized by the Managing Entity and/or the Florida Department of Children and Families, hereinafter referred to as "the Department", to inspect and copy any records, papers, documents, facilities, goods and services of the Network Service Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Network Service Provider to assure the Managing Entity of the satisfactory performance of the terms and conditions of this contract and as outlined and set forth in Attachment I, Participation in Network Service Provider Monitoring. Following such review, the Managing Entity shall deliver to the Network Service Provider a written report of its findings, and may direct the development, by the Network Service Provider, of a corrective action plan where appropriate. The Network Service Provider hereby agrees to timely correct all deficiencies identified in the Managing Entity's written report. This provision shall not limit the Managing Entity's termination rights under Section 30.

8. **Independent Contractor, Subcontracting, and Assignments.**

   a. In performing its obligations under this contract, the Network Service Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the Managing Entity or the State of Florida. Neither the Network Service Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Managing Entity or the Department by virtue of this contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Network Service Provider and its subcontractors shall be responsible

for the supervision, control, hiring and terminating, rates of pay and terms and conditions of employment of their own employees.

b. The Network Service Provider shall take such actions as may be necessary to ensure that it, and each subcontractor of the Network Service Provider, shall be deemed to be an independent contractor and shall not be considered or permitted to be an officer, employee, or agent of the Managing Entity or the State of Florida. The Managing Entity shall not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Network Service Provider, or its subcontractor or assignee, unless specifically agreed to by the Managing Entity in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Network Service Provider, the Network Service Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Network Service Provider.

c. The Network Service Provider shall not assign the responsibility for this contract to another party without prior written approval of the Managing Entity, upon the Managing Entity's sole determination that such assignment shall not adversely affect the public interest; however, in no event may the Network Service Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Network Service Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Managing Entity shall be null and void. The Network Service Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Managing Entity, which shall not be unreasonably withheld.

d. The Managing Entity shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another Network Service Provider of the Managing Entity's selection or an eligible provider outside the network, upon giving prior written notice to the Network Service Provider. In the event the Managing Entity approves transfer of the Network Service Provider's obligations, the Network Service Provider remains responsible for all work performed and all expenses incurred in connection with the contract up to the point of transfer. This contract shall remain binding upon the lawful successors in interest of the Network Service Provider and the Managing Entity.

e. To the extent permitted by Florida Law, and in compliance with Section 8.c., the Network Service Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Network Service Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Network Service Provider further agrees that the Managing Entity and the Department shall not be liable to the subcontractor in any way or for any reason relating to this contract.

f. The Network Service Provider shall include in all subcontracts (at any tier), the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance including Attachment I, Network Service Provider Subcontract, and all sections that pertain to and describe applicable subcontract compliance.

g. To the extent that a subcontract provides for payment after Network Service Provider's receipt of payment from the Managing Entity the Network Service Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Managing Entity in accordance with §287.0585, Florida Statutes (Fla. Stat.), unless otherwise stated in the contract between the Network Service Provider and subcontractor. Failure to pay within seven (7) working days shall result in a penalty that shall be charged against the Network Service Provider and paid by the Network Service Provider to the subcontractor in the amount of one-half of one percent (.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

9. **Network Service Provider Indemnity.** Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase “arising from or relating to personal injury and damage to real or personal tangible property” in the first paragraph is replaced with “arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Network Service Provider, its agents, employees, partners, or subcontractors in relation to this agreement,” and the following additional terms shall also apply:

    a. If the Network Service Provider removes an infringing product because it is not reasonably able to modify that product or secure the Managing Entity the right to continue to use that product, the Network Service Provider shall immediately replace that product with a non-infringing product that the Managing Entity determines to be of equal or better functionality or be liable for the Managing Entity’s cost in so doing.

    b. Further, the Network Service Provider shall indemnify the Managing Entity for all costs and attorney’s fees arising from or relating to Network Service Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Network Service Provider’s redaction of the record, as provided for under Section 26.c., including litigation initiated by the Managing Entity.

    The Network Service Provider’s inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Managing Entity negligent shall excuse the Network Service Provider of performance under this provision, in which case the Managing Entity shall have no obligation to reimburse the Network Service Provider for the cost of its defense. If the Network Service Provider is an agency or subdivision of the state, its obligation to indemnify, defend, and hold harmless the Managing Entity shall be to the extent permitted by §768.28, Fla. Stat. or other applicable law, and without waiving the limits of sovereign immunity.

10. **Insurance.** The Network Service Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. The Network Service Provider shall procure and maintain insurance coverage and limits as identified and set forth in Attachment I, Insurance Requirements. Upon the execution of this contract, the Network Service Provider shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Managing Entity reserves the right to require additional insurance as specified in this contract.

11. **Notice of Legal Actions.** The Network Service Provider shall notify the Managing Entity of legal actions taken against them or potential actions such as lawsuits related to services provided through this contract or that may impact the Network Service Provider's ability to deliver the contractual services, or adversely impact the Managing Entity or the Department. The Managing Entity’s Network Manager shall be notified within ten (10) days of Network Service Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

12. **Client Risk Prevention**. If services to clients are to be provided under this contract, the Network Service Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in Department of Children and Families Operating Procedure (CFOP) 215-6 in the manner prescribed in CFOP 215-6 as identified and set forth in Attachment I, Incident Reporting. The Network Service Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (800-96ABUSE). As required by Chapters 39 and 415, Fla. Stat., this provision is binding upon both the Network Service Provider and its employees.

13. **Emergency Preparedness Plan**. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Network Service Provider shall, within thirty (30) days of the execution of

this contract, submit to the Network Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that shall allow the Network Service Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.

a. For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

b. No later than twelve (12) months following the Managing Entity's original acceptance of a plan and every twelve (12) months thereafter, the Network Service Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.

c. The Managing Entity agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Managing Entity may exercise oversight authority over such Network Service Provider in order to assure implementation of agreed emergency relief provisions.

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

a. If the Network Service Provider uses or delivers to the Managing Entity or the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term "use" shall include use by the Network Service Provider during the term of this contract and use by the Managing Entity its employees, agents or contractors during the term of this contract and perpetually thereafter.

b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Network Service Provider or one of its subcontractors is a university and a member of the State University System of Florida, then §1004.23, Fla. Stat., shall apply, but the Managing Entity and the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

15. **Real Property.** Any state funds provided for the purchase of or improvements to real property are contingent upon the Network Service Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Network Service Provider agrees that, if it disposes of the property before the Managing Entity's interest

is vacated, the Network Service Provider shall refund the proportionate share of the state's initial investment, as adjusted by depreciation.

16. **Publicity.**

    a. Without limitation, the Network Service Provider and its employees, agents, and representatives shall not, without prior Managing Entity written consent in each instance, use in advertising, publicity or any other promotional endeavor any Lutheran Service Florida Inc., or LSF Health Systems, mark, the name of the Managing Entity mark, the name of the Managing Entity or affiliate or any officer or employee of the Managing Entity, or represent, directly or indirectly, that any product or service provided by the Network Service Provider has been approved or endorsed by the Managing Entity, or refer to the existence of this contract in press releases, advertising or materials distributed to the Network Service Provider's prospective customers.

    b. Without limitation, the Network Service Provider and its employees, agents, and representatives shall not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any Department of Children and Families mark, the name of the State's mark, the name of the State or any state agency or affiliate or any officer or employee of the State, or any state program or service, or represent, directly or indirectly, that any product or service provided by the Network Service Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Network Service Provider's prospective customers.

17. **Sponsorship.** As required by §286.25, Fla. Stat., if the Network Service Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Network Service Provider's name), LSF Health Systems, and State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "LSF Health Systems, and State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization. The Network Service Provider is required to request permission to use LSF Health Systems, and State of Florida, Department of Children and Families sponsorship language prior to publicizing, advertising, or describing the sponsorship of the program.

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

19. **Invoices.** The Network Service Provider shall submit service data for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Network Service Provider shall submit bills for any travel expenses in accordance with §112.061, Fla. Stat., or at such lower rates as may be provided in this contract. The Network Service Provider is required to submit monthly service data into the Managing Entity's data system no later than the tenth (10^{th}) of each month following the month of when the services were rendered as identified and set forth in Attachment I, Invoice Requirements.

20. **Final Invoice.** The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the contract ends or is terminated. If the Network Service Provider fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Network Service Provider, and necessary adjustments

thereto, have been approved by the Managing Entity. In the event the contract is renewed, either by extension or issuance of a new contract with the same parties; the final invoice requirements outlined in Attachment I of this contract shall prevail.

21. **Financial Consequences**. If the Network Service Provider fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, the Managing Entity shall apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section 29, termination of contract per Section 30 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, shall be immediately due as an overpayment in accordance with Section 22, to the extent of such error.

22. **Overpayments.** The Network Service Provider shall return to the Managing Entity any overpayments due to unearned funds or funds disallowed that were disbursed to the Network Service Provider by the Managing Entity and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Network Service Provider or its independent auditor discovers that an overpayment has been made, the Network Service Provider shall repay said overpayment immediately without prior notification from the Managing Entity. In the event that the Managing Entity first discovers an overpayment has been made, the Network Manager, on behalf of the Managing Entity, shall notify the Network Service Provider of such findings. Should repayment not be made forthwith, the Network Service Provider shall be charged interest at the lawful rate of interest on the outstanding balance after Managing Entity notification or Network Service Provider discovery. Payments made for services subsequently determined by the Managing Entity to not be in full compliance with contract requirements shall be deemed overpayments. The Managing Entity shall have the right to offset or deduct from any amount due under this contract at any time, any amount due to the Managing Entity from the Network Service Provider under this or any other contract or agreement and payment otherwise due under this contract shall be deemed received regardless of such offset.

23. **Payment on Invoices.** Pursuant to §215.422, Fla. Stat., the Managing Entity has ten (10) working days to inspect and approve goods and services unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoices received by the Managing Entity or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, Fla. Stat., shall be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties shall be calculated at the daily interest rate of .03333%. Invoices returned to a Network Service Provider due to preparation errors shall result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar shall not be paid unless the Network Service Provider requests payment. Payment shall be made only upon written acceptance by the Managing Entity and shall remain subject to subsequent audit or review to confirm contract compliance. The Managing Entity shall pay the Network Service Provider for services properly performed hereunder in accordance with the terms and conditions of Attachment I, Method of Payment. The Managing Entity shall pay the Network Service Provider a prorated amount not to exceed one-twelfth of the contracted amount each month. All payments by the Managing Entity to Network Service Provider are expressly and unequivocally contingent upon and subject to the Managing Entity's receipt of such payment from the Department.

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

25. **Records, Retention, Audits, Inspections, and Investigations.**

i. The Network Service Provider shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Managing Entity under this contract.

ii. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Network Service Provider during the term of this contract and retained for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required under this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Managing Entity and/or the Department.

iii. Upon demand, at no additional cost to the Managing Entity and/or the Department, the Network Service Provider shall facilitate the duplication and transfer of any records or documents during the term of this contract and the required retention period in Section 25.ii.

iv. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Managing Entity and/or the Department.

v. At all reasonable times for as long as records are maintained, persons duly authorized by the Managing Entity, the Department, and Federal auditors, pursuant to 2CFR δ 200.336, shall be allowed full access to and the right to examine any of the Network Service Provider's contracts and related records and documents, regardless of the form in which kept.

vi. A financial and compliance audit shall be provided to the Managing Entity as specified in this contract and in Attachment III.

vii. The Network Service Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, Fla. Stat.).

viii. No record may be withheld nor may the Network Service Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

26. **Public Records.** The Network Service Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), Fla. Stat., as prescribed by §119.07(1) Fla. Stat., made or received by the Network Service Provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Network Service Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Managing Entity may unilaterally terminate the contract.

a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Fla. Stat. Any claim by Network Service Provider of trade secret (proprietary) confidentiality for any information contained in Network Service Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with this contract shall be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.

b. The Network Service Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling shall include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable

to different portions of the protected information, the Network Service Provider shall include information correlating the nature of the claims to the particular protected information.

c. The Managing Entity and the Department, when required to comply with a public records request including documents submitted by the Network Service Provider, may require the Network Service Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Network Service Provider fails to promptly submit a redacted copy, the Managing Entity is authorized to produce the records sought without any redaction of proprietary or trade secret information.

d. The Network Service Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

27. **Client Information.** The Network Service Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state and federal laws, rules and regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

28. **Information Security.** The Network Service Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Network Service Provider with, the following information security requirements whenever the Network Service Provider or its subcontractors have access to Managing Entity and/or Department information systems or maintain any client or other confidential information in electronic form:

a. An appropriately skilled individual shall be identified by the Network Service Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Managing Entity's security staff and shall maintain an appropriate level of data security for the information the Network Service Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all who request or have access, through the Network Service Provider's access, to any Managing Entity and/or Department information systems or any client of other confidential information. The Information Security Officer will ensure that any access to the Managing Entity and/or Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Network Service Provider's performance under this contract.

b. The Network Service Provider shall provide the latest Departmental Security Awareness Training to all who request or have access including subcontractors, through the Network Service Provider's access, to Managing Entity and/or Departmental information systems or any client or other confidential information upon hire and repeated on an annual basis.

c. All who request access or have access, through the Network Service Provider's access, to Managing Entity and/or Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the Access Confidentiality and Nondisclosure Agreement CF 0112 annually. A copy of Form CF 0112 may be obtained from the Network Manager. The Network Service Provider shall require the same of all subcontractors.

d. The Network Service Provider shall prevent unauthorized disclosure or access, from or to Managing Entity and/or Department information systems or client or other confidential information. Client of other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2. The Network Service Provider shall require the same of all subcontractors.

e. The Network Service Provider agrees to notify the Network Manager as soon as possible, but no later than five (5) working days following the determination of any potential or actual unauthorized disclosure or access to Managing Entity and/or Department information systems or to any client or other confidential information. The Network Service Provider shall require the same of all subcontractors.

f. The Network Service Provider shall, at its own cost, comply with section §501.171, Florida Statutes. The Network Service Provider shall also, at its own cost, implement measures deemed appropriate by the Managing Entity to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Managing Entity and/or Department information systems or to any client or other confidential information. The Network Service Provider shall require the same of all subcontractors

29. **Financial Penalties for Failure to Take Corrective Action.**

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

b. The increments of penalty imposition that shall apply, unless the Managing Entity determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment, the Managing Entity may deduct the amount of the penalty from invoices submitted by the Network Service Provider.

30. **The Following Termination Provisions Apply to this Contract:**

a. In accordance with Section 22 of PUR 1000 Form, this contract may be terminated by the Managing Entity without cause upon no less than thirty (30) calendar days' notice in writing to the Network Service Provider unless a sooner time is mutually agreed upon in writing.

b. In the event funds for payment pursuant to this contract becomes unavailable, the Managing Entity may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. The Managing Entity shall be the final authority as to the availability and adequacy of funds.

c. In the event the Network Service Provider fails to fully comply with the terms and conditions of this contract, the Managing Entity may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Network Service Provider after Network Service Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Managing Entity specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Managing Entity may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the contract. The Managing Entity's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Managing Entity's waiver of any one breach of any provision

of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Managing Entity's right to remedies at law or in equity.

d. Failure to have performed any contractual obligations under any other contract with the Managing Entity in a manner satisfactory to the Managing Entity shall be a sufficient cause for termination. To be terminated as a Network Service Provider under this provision, the Network Service Provider must have: (1) previously failed to satisfactorily perform in a contract with the Managing Entity, been notified by the Managing Entity of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Managing Entity; or (2) had a contract terminated by the Managing Entity for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. All notices of termination provided under this Section shall be in writing and upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. All notices of termination provided under this Section shall be in writing and sent by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under Paragraphs a. or b., the Network Service Provider shall be compensated for any work satisfactorily completed.

31. **Transition Activities.** Continuity of service is critical when service under this contract ends and service commences under a new contract. Accordingly, when service shall continue through another provider upon the expiration or earlier termination of this contract, the Network Service Provider shall complete all actions necessary to smoothly transition service to the new provider. The Network Service Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this contract and shall support the requirements for transition as specified in the Managing Entity approved Transition Plan. Such activities shall be without additional compensation and shall include consultation on the resources needed to support transition, identifying a transition manager, the characteristics of transactions, data and file transfer. Requirements for the Transition Plan are further described in Attachment I hereto.

32. **Dispute Resolution.**

a. Any dispute concerning performance of the contract or payment hereunder shall be decided by the Managing Entity, which shall be reduced to writing and a copy of the decision shall be provided to the Network Service Provider by the Network Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Managing Entity's decision, the Network Service Provider delivers to the Network Manager a petition for alternative dispute resolution.

b. After receipt of a petition for alternative dispute resolution the Managing Entity and the Network Service Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Network Service Provider concerning this contract.

c. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

d. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

e. This provision shall not limit the parties' rights of termination under Section 30.

33. **Other Terms.**

a. Except where otherwise provided in this contract, communications between the parties regarding this contract may be by any commercially reasonable means. Where this contract calls for communication, in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.

b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment here to, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

c. The Network Service Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of §403.7065, Fla. Stat.

d. The Managing Entity is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Managing Entity has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Managing Entity's Network Service Providers shall either be accredited, have a plan to meet national accreditation standards, or shall initiate a plan within a reasonable period of time.

e. The Department of Economic Opportunity and Workforce Florida: The Network Service Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Managing Entity and the Department encourages Network Service Provider participation with the Department of Economic Opportunity and Workforce Florida.

f. Transitioning Young Adults: The Network Service Provider understands the Managing Entity's interest in assisting young adults aging out of the dependency system. The Managing Entity encourages Network Service Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

g. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

h. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

i. The Network Service Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Managing Entity or a Network Service Provider of services to the Managing Entity.

j. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

   i. This Standard Contract
   ii. Attachment I and other attachments, if any
   iii. Any documents incorporated into this Standard Contract by reference

iv. Any documents incorporated into any attachment by reference

34. **Survival of Terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this contract concerning obligations of the Network Service Provider and remedies available to the Managing Entity are intended to survive the "ending date" or an earlier termination of this contract. The Network Service Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this contract are consideration for such performance.

35. **Modifications.** Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Managing Entity's operating budget. Requests for modification are outlined in Attachment I, Requests for Modification.

36. **Additional Requirements of Law, Regulation and Funding Source**. As provided in Section 5 of this contract, the Network Service Provider is required to comply with the following requirements, as applicable to its performance under this contract. Network Service Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this contract.

a. **Federal Law**

i. If this contract contains federal funds, the Network Service Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 CFR, Part 74, 45 CFR, Part 92, and other applicable regulations.

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

iii. If this contract contains over $150,000 of federal funds, the Network Service Provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations 40 CFR, Part 30. The Network Service Provider shall report any violations of the above to the Managing Entity.

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

v. If this contract contains federal funds and provides services to children up to age 18, the Network Service Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

vi. Unauthorized aliens shall not be employed. The Managing Entity shall consider the employment of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324

a) and Section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Managing Entity. The Network Service Provider and its subcontractors shall enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

b. **Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable, the Network Service Provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Network Service Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable, and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Network Service Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with 45 CFR Part 80 and CFOP 60-16. This is required of all Network Service Providers that have fifteen (15) or more employees.

c. **Use of Funds for Lobbying Prohibited.** The Network Service Provider shall comply with the provisions of §§11.062 and 216.347, Fla. Stat., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

d. **Public Entity Crime and Discriminatory Contractors.** Pursuant to §§287.133 and 287.134, Fla. Stat., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

e. **Scrutinized Companies.** If this Contract is for an amount of $1 million or more, the Managing Entity may terminate this contract at any time the Network Service Provider is found to have submitted a false certification under § 287.135, Fla. Stat., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

f. **Federal Funding Accountability and Transparency Act.** The Network Service Provider will compete and sign the FFATA Certification of Executive Compensation Report Requirements form (CF 1111 or successor) if this Contract includes $25,000 or more in Federal funds (as determined over its entire term.) The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.

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

h. **Whistle-blower's Act Requirements.** In accordance with §112.3187(2), Fla. Stat., the Network Service Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Network Service Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

i. **Support to the Deaf or Hard-of-Hearing.**

i. The Network Service Provider and its subcontractors, where direct services are provided, shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."

ii. If the Network Service Provider or any of its subcontractors employs fifteen (15) or more employees, the Network Service Provider and subcontractor shall each designate a Single Point of Contact (SPOC) (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Network Service Provider's Single Point of Contact and that of its subcontractors shall process the compliance data into the Department's HHS Compliance reporting database by the 5th business day of the month at https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html, covering the previous month's reporting, and forward confirmation of submission to the Network Manager by the 10th business day of the month. The Network Service Provider's subcontract must submit the compliance data to the Network Service Provider, the Network Service Provider must then compile the information with its own compliance data and enter into the database. The name and contact information for the Network Service Provider's Single Point of Contact shall be furnished to the Managing Entity's Network Manager and the Department's Grant or Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

iii. The Network Service Provider shall contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single Point of Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact shall ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Network Service Provider's Single Point of Contact.

iv. The Single Point of Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of Network Service Providers and its subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This must be completed upon hire and when the SPOC changes. This attestation shall be maintained in the employee's personnel file.

v. The Network Service Provider's Single Point of Contact shall ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by Network Service Providers and subcontractors. The approved Notices can be downloaded through the Internet at: https://www.myflfamilies.com/service-programs/deaf-and-hard-hearing/providers/.

vi. The Network Service Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Network Service Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to both, the Managing Entity and the Department of Children and Families Office of Civil Rights.

vii. If the customer or companion is referred to other agencies, the Network Service Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

viii. The Managing Entity and the Department requires each contract/subcontract provider agency's employees to complete the online training annually: Serving our Customers Who are Deaf or Hard of Hearing, and sign the Attestation of Understanding. Employees shall also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

ix. Additional guidance can be found by reference in Attachment I.

j. **Employment Screening**. The Network Service Provider shall ensure that all staff utilized by the Network Service Provider and its subcontractors are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.451, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

i. Employment history check;
ii. Fingerprinting for all criminal record checks;
iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE):
iv. Federal criminal records checks from the Federal Bureau of Investigations via the FDLE; and
v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Network Service Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Network Service Providers is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: www.dcf.state.fl.us/programs/backgroundscreening/

Employment Eligibility Verification (E-Verify) requirements is identified and set for in Attachment I, Employment Eligibility Verification (E-Verify).

k. **Human Subject Research.** The Network Services Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46 and 42 U.S.C. § 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

l. **Coordination of Contracted Services.** Section 287.0575, Fla. Stat. mandates various duties and responsibilities for certain state agencies and their contracted service providers and requires the following Florida health and human services agencies to coordinate their management of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs and Department of Veterans Affairs, where applicable. For the purposes

of this disclosure, this contract shall be disclosed as a qualified contract based on the subcontractor relationship with the Department of Children and Families.

In accordance with § 287.0575(2), Fla. Stat., each Network Service Provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of its health and human services contracts to the respective Contract Manager/Network Manager. The list must include the following information:

i. Name of each contracting state agency and the applicable office or program issuing the contract;
ii. Identifying name and number of the contract;
iii. Starting and ending date of each contract;
iv. Amount of each contract;
v. A brief description of the purpose of the contract and the types of services provided under each contract;
vi. Name and contact information of each Contract Manager.

37. **Managing Entity contract with The Department.** The contract between the Managing Entity, LSF Health Systems, and The Department is incorporated herein by reference. The contract is available on the LSF Health Systems' website: https://www.lsfhealthsystems.org/contract-documents/.

By Signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 4.

IN WITNESS THEREOF, the parties hereto have caused this sixty-eight page contract to be executed by their undersigned officials as duty authorized.

NETWORK SERVICE PROVIDER:

Alachua County Board of County Commissioners

Signature: _____

Print/Type:

Name: _____

Title: _____

Date: _____

MANAGING ENTITY:

Lutheran Services Florida, Inc. d/b/a LSF Health Systems

Signature: _____

Print/Type:

Name: Dr. Christine Cauffield

Title: CEO

Date: _____

Federal Tax ID# (or SNN): 59-6000501

Provider Fiscal Year Ending Date: 09/30

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/service-programs/samh/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 **Alachua County Board of County Commissioners,** 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): **Alachua.** 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	0
	Outpatient Care	0
	Crisis Care	0
	State Hospital Discharges	0
	Peer Support Services	0
Children's Mental Health	Residential Care	0
	Outpatient Care	0
	Crisis Care	0
Adult Substance Abuse	Residential Care	25
	Outpatient Care	7
	Detoxification	0
	Women's Specific Services	0
	Injecting Drug Users	9
	Peer Support Services	0
Children's Substance Abuse	Residential Care	0
	Outpatient Care	0
	Detoxification	0
	Prevention	0

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; 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) The Network Service Provider may not enter into grant agreements with a for-profit entity using Substance Abuse Prevention and Treatment Block Grant (SAPTBG) and Community Mental Health Block Grant (CMHBG) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

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

(h) 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, 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 (10^{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 all Managing Entity reporting system, Department web portal accounts, including access the IRAS and the Department of Corrections (DOC) Aftercare Referral System, as applicable, the Network Service Provider's organization and this contract.

(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 30th, 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 CAP 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, 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 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.

(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/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.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): **Alachua**; 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.

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 (10^{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.

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 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., and 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 **$3,024,134.00**, 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 **fee-for-service, fixed rate, cost reimbursement** 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 10th 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 10th of the month following the end of each quarter.

(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 10th 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 10th.

(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/service-programs/samh/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" 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" 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) 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.

(g) 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.pdfl

(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.

ATTACHMENT II

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature	Date
Name of Authorized Individual	Application or Contract Number
Name of Organization	
Address of Organization	

ATTACHMENT III

The administration of resources awarded by the Department of Children and Families to the Managing Entity to the Network Service Provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) 200.500 to 2 CFR 200.521 and Section 215.97, F.S., as revised, the Managing Entity may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Managing Entity staff, agreed-upon procedure engagements as described in 2 CFR 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department or the Managing Entity. In the event the Department or the Managing Entity determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department or the Managing Entity regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR 200.500-200.521. In the event the recipient expends $750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200.500 - 200.521. The recipient agrees to provide a copy of the single audit to the Managing Entity and the Auditor General. In the event the recipient expends less than $750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Managing Entity that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children and Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR 200.500 - 200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.500-200.521, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in CFR 200.508

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

PART II: STATE REQUIREMENTS

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

In the event the recipient expends $750,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550

(local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Managing Entity and the Auditor General. In the event the recipient expends less than $750,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Managing Entity that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children and Families, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

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

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Managing Entity pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within thirty (30) days (Federal) or forty-five (45) days (State) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. LSF Health Systems (1 copy)

Lutheran Services Florida, Inc. d/b/a LSF Health Systems, LLC
9428 Baymeadows Rd, Ste 320
Jacksonville, FL 32256

B. Reporting packages for audits conducted in accordance with 2 CFR 200.500 - 200.521, and required by Part I of this agreement shall be submitted, when required by 200.521(d), by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

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

and other Federal agencies and pass-through entities in accordance with 2 CFR 220.512.

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

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

Providers, when submitting audit report packages to the Managing Entity for audits done in accordance with 2 CFR 200.500 - 200.521 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

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

ATTACHMENT IV

This Attachment contains the terms and conditions governing the Network Service Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Network Service Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Managing Entity and/or the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR 160.103 and is defined as an individual to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CRF164.308, physical safeguards as set forth at 45 CRF164.310, and technical safeguards as set forth at 45 CFR 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CRF 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Network Service Provider creates, receives, maintains or transmits on behalf of the Managing Entity and/or the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Managing Entity and/or the Department, and (b) the Business Associates and their Subcontractors are directly liable under the

civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and 45 CRF 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Managing Entity's Network Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Managing Entity's Network Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Managing Entity and/or the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in §817.5681, Fla. Stat.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Managing Entity and/or the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Managing Entity or the Department ;

2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 45 CFR 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

2.1.15 To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Managing Entity and/or the Department of Children and Families with data analyses relating to the health care operations of the Managing Entity or the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CRF 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CRF 164.501, 45 CRF 164.508 and 45 CRF 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify Business Associate of any limitation in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Managing Entity's knowledge of a material breach by the Business Associate, the Managing Entity shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Managing Entity;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Managing Entity shall report the violation to the Department of Children and Families and the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other

than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
FUNDING DETAIL

Provider Name: Alachua County Board of County Commissioners Contract No.: ME020 Effective: 7/1/2022 Amend. #: 110
Retroactive to: N/A

MENTAL HEALTH

Budget Entity - 60910506	Parent OCA	OCA	Amount
Adult Mental Health Services			
ME Mental Health Services & Support - Adult	*MH000*	MHA00	$0
Adult Mental Health Special Projects			
ME Stewart-Marchman Behavioral Healthcare		MHD11	$0
ME Early Intervention Svs - Psychotic Disorders		MHD26	$0
ME MH LifeStream Central Receiving System-Citrus County		MHD35	$0
ME MH Starting Point Behavioral Health Care Project Talks - Adult	*MH063*	MHA63	$0
ME MH Community Forensic Beds		MHD72	$0
ME MH Indigent Psychiatric Medication Program		MHD76	$0
ME Clay Behavioral Health Center - Crisis Prevention		MHD89	$0
ME Community Forensic Multidisciplinary Teams		MHDFH	$0
ME FACT Medicaid Ineligible		MHDFT	$0
ME PATH Grant		MHDPG	$0
ME MH Care Coordination Direct Client Services - Adult	*MHDCN*	MHACN	$0
ME MH Services MHBG Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025 - Adult	*MHARP*	MHARP-A	$0
ME MH Brooks Rehabilitation MH Services		MHBRK	$0
ME Emergency COVID-19 Supplemental Grant		MHCOS	$0
ME MH Temporary Assistance for Needy Families (TANF)		MHDTB	$0
ME Expanding 211 Call Vol & Coordination Initiative		MH211	$0
ME MH Early Intervention Services MHBG Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023		MH26S	$0
ME MH Early Intervention Services MHBG Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025		MH262	$0
ME MH 988 Implementation Fed Discretionary Grant		MH98G	$308,074
ME MH 988 Implementation Federal Budget Period: 9/1/2021 - 9/30/2025		MH988	$885,189
ME Core Crisis Set Aside MHBG Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023 - Adult	*MHCCS*	MHCCS-A	$85,502
ME Core Crisis Set Aside MHBG Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025 - Adult	*MHCC2*	MHCC2-A	$0
ME MH Forensic Community Diversion MHBG Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023		MHCJ3	$0
ME MH Forensic Community Diversion MHBG Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025		MHCJ4	$0
ME MH Services MHBG Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023 - Adult	*MHCOM*	MHCOM-A	$0
ME Disability Rights Florida Mental Health		MHDRF	$0
ME MH Evidence Based Practice Team	*MHEBP*	MHEBP	$0
ME MH Early Diversion of Forensic Individuals		MHEDT	$0
ME MH Supported Employment Services		MHEMP	$0
ME MH Flagler Health Center Receiving System-St. John - Adult	*MHFHR*	MHFHR-A	$0
ME MH Forensic Transitional Beds		MHFMH	$0
ME MH Here Tomorrow Outpatient MH Services		MHHTO	$0
MH ME Other Multidisciplinary Team	*MHMDT*	MHMDT	$0
ME MH Residential Stability Coordination MHBG Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023		MHRES	$0
ME MH Residential Stability Coordination MHBG Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025		MHRE2	$0
ME Lifestream Center		MHSS0	$0
ME Centralized Receiving Systems		MHSCR	$0
ME MH State Funded Federal Excluded Services		MHSFP	$0
ME Suicide Prevention MHBG Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023 - Adult	*MHSPV*	MHSPV-A	$0
ME Suicide Prevention MHBG Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025 - Adult	*MHPV2*	MHPV2-A	$0
ME Sunrise / Sunset Beds Pilot		MHSUN	$0
ME MH Sulbacher Duval MH Offenders Program		MHSZB	$0
ME MH Transitional Beds for MH Institution		MHTMH	$0
ME Transition Vouchers Mental Health		MHTRV	$0

Adult Mental Health Special Projects Total: $1,278,765

Total Adult Mental Health Funds: $1,278,765

Child Mental Health Services

ME Mental Health Services & Support - Child	*MH000*	MHC00	$0

Child Mental Health Special Projects

ME MH FL Recovery Schools-YTH BH Wraparound Services		MH036	$0
ME MH Starting Point Behavioral Health Care Project Talks - Child	*MH063*	MHC63	$0
ME Mental Health Services & Support - Child		MHD71	$0
ME Community Rehabilitation Center - Project Alive		MHD78	$0
ME MH BNET (Behavioral Health Network) ME MH Services MHBG Supplemental 2		MHDBN	$0
Federal Budget Period: 9/1/2021 - 9/30/2025 - Child	*MHARP*	MHARP-C	$0
ME MH Flagler Brave Program		MHBRV	$0
ME MH Community Action Treatment (CAT) Teams ME Core Crisis Set Aside MHBG Supplemental 1		MHCAT	$0
Federal Budget Period: 3/15/2021 - 3/14/2023 - Child ME Core Crisis Set Aside MHBG Supplemental 2	*MHCCS*	MHCCS-C	$0
Federal Budget Period: 9/1/2021 - 9/30/2025 - Child ME MH Services MHBG Supplemental 1	*MHCC2*	MHCC2-C	$0
Federal Budget Period: 3/15/2021 - 3/14/2023 - Child	*MHCOM*	MHCOM-C	$0
ME MH Care Coordination Direct Client Services - Child	*MHDCN*	MHCCN	$0
ME MH Flagler Health Center Receiving System-St. John - Child	*MHFHR*	MHFHR-C	$0
ME MH Mobile Crisis Teams ME Suicide Prevention MHBG Supplemental 1		MHMCT	$339,605
Federal Budget Period: 3/15/2021 - 3/14/2023 - Child ME Suicide Prevention MHBG Supplemental 2	*MHSPV*	MHSPV-C	$0
Federal Budget Period: 9/1/2021 - 9/30/2025 - Child	*MHPV2*	MHPV2-C	$0
ME MH Telehealth Behavioral Health Services		MHTLH	$0

Child Mental Health Special Projects Total: $339,605

Total Child Mental Health Funds: $339,605

Total Mental Health Funds: $1,618,370

Adult Mental Health Carry Forward

ME Mental Health Services & Support - Adult - Carry Forward	*MH000*	MHA00-CF	$0
ME MH FL Recovery Schools-YTH BH Wraparound Services - Carry Forward	*MH036*	MH036-CF	$0
ME Flagler County Mental Health Drop In Center - Carry Forward	*MHD64*	MHD64-CF	$0
ME Marion County Law Enforcement Co-Responder Program - Carry Forward	*MHD69*	MHD69-CF	$0
ME MH Community Forensic Beds - Carry Forward	*MHD72*	MHD72-CF	$0
ME MH Indigent Psychiatric Medication Program - Carry Forward	*MHD76*	MHD76-CF	$0
ME Clay Behavioral Health Center - Crisis Prevention - Carry Forward	*MHD89*	MHD89-CF	$0
ME FACT Medicaid Ineligible - Carry Forward	*MHDFT*	MHDFT-CF	$0
ME Expanding 211 Call Vol & Coordination Initiative - Carry Forward	*MH211*	MH211-CF	$0
ME MH Care Coordination Direct Client Services - Adult - Carry Forward	*MHDCN*	MHACN-CF	$0
ME 211 Helpline Supports – CARES ACT - Carry Forward	*MHCA8*	MHCA8-CF	$0
ME FACT Program Administration – CARES ACT - Carry Forward	*MHCAF*	MHCAF-CF	$0
ME Jail-Based and Forensic Services Diversion – CARES ACT - Carry Forward	*MHCAJ*	MHCAJ-CF	$0
ME Centralized Receiving Systems - Carry Forward	*MHSCR*	MHSCR-CF	$0
ME Disability Rights Florida Mental Health - Carry Forward	*MHDRF*	MHDRF-CF	$0
ME MH Early Diversion of Forensic Individuals - Carry Forward	*MHEDT*	MHEDT-CF	$0
ME MH Flagler Health Center Receiving System-St. John - Adult - Carry Forward	*MHFHR*	MHFHR-A-CF	$0
ME MH Forensic Transitional Beds - Carry Forward	*MHFMH*	MHFMH-CF	$0
ME Sunrise / Sunset Beds Pilot - Carry Forward	*MHSUN*	MHSUN-CF	$0
ME Transitions Vouchers Mental Health - Carry Forward	*MHTRV*	MHTRV-CF	$0

Adult Mental Health Carry Forward Total: $0

Child Mental Health Carry Forward

ME Mental Health Services & Support - Child - Carry Forward	*MH000*	MHC00-CF	$0
ME MH Community Rehabilitation Center-Project Alive - Carry Forward	*MHD78*	MHD78-CF	$0
ME MH BNET (Behavioral Health Network) - Carry Forward	*MHDBN*	MHDBN-CF	$0
ME Children's Care Coordination – CARES ACT- Direct Client Services - Carry Forward	*MHCA5*	MHCA5-CF	$0
ME MH Community Action Teams (CAT) - CARES ACT - Carry Forward	*MHCA2*	MHCA2-CF	$0
ME MH Community Action Treatment (CAT) Teams - Carry Forward	*MHCAT*	MHCAT-CF	$0
ME SA Care Coordination Direct Client Services - Child - Carry Forward	*MHDCN*	MHCCN-CF	$0
ME MH Mobile Crisis Teams - Carry Forward	*MHMCT*	MHMCT-CF	$0
ME MH Telehealth Behavioral Health Services - Carry Forward	*MHTLH*	MHTLH-CF	$0

Child Mental Health Carry Forward Total: $0

Total Mental Health Carry Forward Funds: $0

SUBSTANCE ABUSE

Budget Entity - 60910604	Parent OCA	OCA	Amount
Adult Substance Abuse Services			
ME Substance Abuse Services and Support - Adult	*MS000*	MSA00	$168,168
ME SA HIV Services - Adult	*MSD23*	MSA23	$0
ME SA Prevention Services - Adult	*MSD25*	MSA25	$0
Adult Substance Abuse Special Projects			
ME Expanded SA Services for Pregnant Women, Mothers and Their Families		MS0B1	$0
ME SA Family Intensive Treatment (FIT)		MS091	$0
ME SA Family Intensive Treatment (FIT) - Expansion	*MS091*	MSD91-X	$0
ME SA St. Johns County Sheriff's Office-Detox Program		MS907	$0
ME St. Vincent's Healthcare-Savings Lives Project		MS916	$0
ME SA St. Johns Epic Recovery Center-Women's Residential Bed		MS918	$0
ME SA McKinsey Settlement - SA Services - Adult	*MS925*	MS925-A	$0
ME SA Care Coordination Direct Client Services - Adult ME SA Services SAPT Supplemental 2	*MSDCN*	MSACN	$0
Federal Budget Period: 9/1/2021 - 9/30/2025 - Adult ME Primary Prevention SAPT Supplemental 1	*MSARP*	MSARP-A	$76,157
Federal Budget Period: 3/15/2021 - 3/14/2023 - Adult ME Primary Prevention SAPT Supplemental 2	*MSDTB*	MSATB	$0
Federal Budget Period: 9/1/2021 - 9/30/2025 - Adult ME SA Community Based Services	*MS2S2*	MS2S2-A	$0
ME SA Services SAPT Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023 - Adult ME NES/SEN Care Coordination SAPT Supplemental 1	*MSCOM*	MSCOM-A	$71,689
Federal Budget Period: 3/15/2021 - 3/14/2023 ME NES/SEN Care Coordination SAPT Supplemental 2		MSCS2	$0
Federal Budget Period: 9/1/2021 - 9/30/2025		MSCS3	$0
ME SA House of Hope Healing & Recovery Center		MSHOH	$0
ME State Opioid Response Disc - Rec Comm Org - Year 3		MSRC3	$0
ME State Opioid Response Dis-Rec Comm Org-Yr 4		MSRC4	$0
ME SA State Funded Federal Excluded Services		MSSFP	$0
ME State Opioid Response Disc Grant-GPRA		MSSGP	$0
ME State Opioid Response SVCS-MAT - Year 3		MSSM3	$0
ME State Opioid Response Svcs-MAT-Yr 4 ME Suicide Prevention SAPT Supplemental 1		MSSM4	$0
Federal Budget Period: 3/15/2021 - 3/14/2023 - Adult ME Suicide Prevention SAPT Supplemental 2	*MSSPV*	MSSPV-A	$0
Federal Budget Period: 9/1/2021 - 9/30/2025 - Adult ME Transition Vouchers Substance Abuse	*MSPV2*	MSPV2-A	$0
ME Transitional Vouchers SAPT Supplemental 1 Federal Budget Period: 3/15/2021 - 3/14/2023		MSTRV	$0
ME Transitional Vouchers SAPT Supplemental 2 Federal Budget Period: 9/1/2021 - 9/30/2025		MSTVS	$0
		MSTV2	$0

Adult Substance Abuse Special Projects Total: $147,846

Total Adult Substance Abuse Funds: $316,013

Child Substance Abuse Services

ME Substance Abuse Services and Support - Child	*MS000*	MSC00	$0
ME SA HIV Services - Child	*MSD23*	MSC23	$0
ME SA Prevention Services - Child	*MSD25*	MSC25	$0

Child Substance Abuse Services Total: $0

Child Substance Abuse Special Projects

ME SA Prevention Partnership Program ME SA Services SAPT Supplemental 1		MSDPP	$0
Federal Budget Period: 3/15/2021 - 3/14/2023 - Child ME Primary Prevention SAPT Supplemental 1	*MSCOM*	MSCOM-C	$0
ME SA Care Coordination Direct Client Services - Child ME Primary Prevention SAPT Supplemental 2	*MSDCN*	MSCCN	$0
Federal Budget Period: 3/15/2021 - 3/14/2023 - Child Federal Budget Period: 9/1/2021 - 9/30/2025 - Child	*MS2S5*	MS2S5-C	$0
ME SA McKinsey Settlement - SA Services - Child ME SA Services SAPT Supplemental 2	*MS925*	MS925-C	$0
Federal Budget Period: 9/1/2021 - 9/30/2025 - Child	*MSARP*	MSARP-C	$0
ME SA Temporary Assistance for Needy Families (TANF) - Child	*MSDTB*	MSCTB	$0
ME State Opioid Response Disc Grant SVCS-Prevent - Year 3		MSSP3	$0
ME State Opioid Response Disc Grant-Prev-Yr 4 ME SA Prevention Partnership Program SAPT Supplemental 1		MSSP4	$0
Federal Budget Period: 3/15/2021 - 3/14/2023 ME SA Prevention Partnership Program SAPT Supplemental 2		MSPP5	$0
Federal Budget Period: 9/1/2021 - 9/30/2025 ME Suicide Prevention SAPT Supplemental 1		MSPP2	$0
Federal Budget Period: 3/15/2021 - 3/14/2023 - Child ME Suicide Prevention SAPT Supplemental 2	*MSSPV*	MSSPV-C	$0
Federal Budget Period: 9/1/2021 - 9/30/2025 - Child	*MSPV2*	MSPV2-C	$0

Child Substance Abuse Special Projects Total: $0

Total Child Substance Abuse Funds: $0

Total Substance Abuse Funds: $316,013

Adult Substance Abuse Carry Forward

ME Substance Abuse Services and Support - Adult - Carry Forward	*MS000*	MSA00-CF	$0
ME SA Family Intensive Treatment (FIT) - Carry Forward	*MS091*	MS091-CF	$0
ME St. Vincent's Healthcare-Savings Lives Project - Carry Forward	*MS916*	MS916-CF	$0
ME SA McKinsey Settlement - SA Services - Adult - Carry Forward	*MS925*	MS925-A-CF	$0
ME SA Care Coordination Direct Client Services - Adult - Carry Forward	*MSDCN*	MSACN-CF	$0
ME NAS/SEN Care Coordination – CARES ACT - Providers - Carry Forward	*MSCA5*	MSCA5-CF	$0
ME SA Community Based Services - Carry Forward	*MSCB5*	MSCB5-CF	$0
ME Transitions Vouchers Substance Abuse - Carry Forward	*MSTRV*	MSTRV-CF	$0

Adult Substance Abuse Carry Forward Total: $0

Child Substance Abuse Carry Forward

ME Substance Abuse Services and Support - Child - Carry Forward	*MS000*	MSC00-CF	$0
Care Coordination (Substance Abuse) - Carry Forward	*MSDCN*	MSCCN-CF	$0

Child Substance Abuse Carry Forward Total: $0

Total Substance Abuse Carry Forward Funds: $0

Total for All Programs: $1,934,384

**The provider may utilize funds between Adult and Child programs for eligible OCAs, at the approval of LSFHS.*

Agency Name: Alachua County Board of County Commissioners
Effective Date: 07/01/2022
Retroactive: N/A

EXHIBIT L
COVERED SERVICE RATES BY PROGRAM

Contract Number: ME020
Amendment Number: 110

Covered Service/Project Code	Unit of Measurement	Program 1- Adult Mental Health	Program 2 - Adult Substance Abuse	Program 3 - Children's Mental Health	Program 4 - Children's Substance Abuse
01 Assessment	Direct Staff Hour				
01 Assessment [Enhanced]	Enhanced Direct Staff Hour				
02 Case Management	Direct Staff Hour				
02 Case Management [Forensic]	Forensic Direct Staff Hour				
03 Crisis Stabilization	Bed-Day				
04 Crisis Support/Emergency	Direct Staff Hour	$95.00		$95.00	
05 Day Care	Direct Staff Hour (4 hour)				
06 Day Treatment	Direct Staff Hour (4 hour)				
07 Drop-In/Self Help Ctr.	Non-Direct Staff Hour				
08 In-Home & Onsite	Direct Staff Hour				
09 Inpatient	Day (24 hour)				
10 Intensive Case Mgmt.	Direct Staff Hour				
11 Intervention (Indiv.)	Direct Staff Hour		$69.00		
11 Intervention (Indiv.) [FSPT]	FSPT Direct Staff Hour				
12 Medical Services	Direct Staff Hour				
13 Medication-Assisted Tx;	Dosage				
13 Medication-Assisted Tx; [Enhanced]	Enhanced Dosage				
14 Outpatient (Indiv.)	Direct Staff Hour				
15 Outreach	Non-Direct Staff Hour				
18 Residential I	Day (24 hour)				
18 Residential I [Enhanced Rate]	Enhanced Day (24 hour)				
18 Residential I [Forensic]	Forensic Day (24 hour)				
19 Residential II	Day (24 hour)		$193.52		
19 Residential II [Enhanced Rate]	Enhanced Day (24 hour)				
19 Residential II [Forensic]	Forensic Day (24 hour)				
19 Residential II [PIL]	PIL Day (24 hour)				
19 Residential II [STGC]	STGC Day (24 hour)				
20 Residential III	Day (24 hour)				
20 Residential III [Enhanced Rate]	Enhanced Day (24 hour)				
20 Residential III [Forensic]	Forensic Day (24 hour)				
21 Residential IV	Day (24 hour)				
21 Residential IV [Enhanced Rate]	Enhanced Day (24 hour)				
21 Residential IV [Forensic]	forensic Day (24 hour)				
22 Respite Services	Direct Staff Hour				
24 Inpatient Detoxification	Bed-Day				
25 Supported Employment	Direct Staff Hour				
26 Supportive Housing/Living	Direct Staff Hour				
27 TASC	Direct Staff Hour				
28 Incidental Expenses	Dollar Spent	$1.00	$1.00	$1.00	
28 Incidental Expenses [FSPT]	FSPT Dollar Spent				
29 Aftercare (Indiv.)	Direct Staff Hour		$73.49		
30 Information and Referral	Direct Staff Hour				
30 Information and Referral [FSPT]	FSPT Direct Staff Hour				
32 Outpatient Detoxification	Direct Staff Hour (4 hour)				
35 Outpatient (Group)	Direct Staff Hour				
36 R&B with Sup. I	Day (24 hour)				
36 R&B with Sup. I [Enhanced Rate]	Enhanced Day (24 hour)				
37 R&B with Sup. II	Day (24 hour)				
37 R&B with Sup. II [Enhanced Rate]	Enhanced Day (24 hour)				
37 R&B with Sup. II [PIL]	PIL Day (24 hour)				
37 R&B with Sup. II [PIL - Enhanced Rate]	PIL Enhanced Day (24 hour)				
37 R&B with Sup. II [STGC]	STGC Day (24 hour)				
37 R&B with Sup. II [STGC - B]	STGC - B Day (24 hour)				
37 R&B with Sup. II [STGC - B Enchanced Rate]	STGC - B Enhanced Day (24 hour)				
37 R&B with Sup. II [STGC - L]	STGC - L Day (24 hour)				
37 R&B with Sup. II [STGC - L Enhanced Rate]	STGC - L Enhanced Day (24 hour)				
37 R&B with Sup. II [STGC - N]	STGC - N Day (24 hour)				
37 R&B with Sup. II [STGC - N Enhanced Rate]	STGC - N Enhanced Day (24 hour)				
37 R&B with Sup. II [OTPR]	OTPR Day (24 hour)				
38 R&B with Sup. III	Day (24 hour)				
38 R&B with Sup. III [Enhanced Rate]	Enhanced Day (24 hour)				
39 Short-term Residential	Bed-Day				
40 MH Clubhouse	Direct Staff Hour				
42 Intervention (Group)	Direct Staff Hour		$17.00		
42 Intervention (Group) [FSPT]	FSPT Direct Staff Hour				
43 Aftercare (Group)	Direct Staff Hour		$18.35		
44 Comprehensive Community Service Team (Indiv.)	Direct Staff Hour				
45 Comprehensive Community Service Team (Group)	Direct Staff Hour				
46 Recovery Support (Indiv.)	Direct Staff Hour		$41.00		
47 Recovery Support (Group)	Direct Staff Hour		$10.89		
48 Prevention – Indicated	Direct Staff Hour				
49 Prevention – Selective	Non-Direct Staff Hour				
50 Prevention – Universal Direct	Non-Direct Staff Hour				
51 Prevention – Universal Indirect	Non-Direct Staff Hour				
A0 Forensic Multidisciplinary Team	Non-Direct Staff Hour				
A0 Forensic Multidisciplinary Team [Daily]	Daily Census Rate per client				
A0 Forensic Multidisciplinary Team [Weekly]	Weekly Census Rate per client				
A1 BNET	Monthly Census Rate per client				
A4 Care Coordination [Supportive Housing/Living - Monthly]	Monthly Rate per client served				
A7 Federal Project Grant [MAT - Weekly Methadone]	Weekly Census Rate per client				
A7 Federal Project Grant [MAT - Weekly]	Weekly Census Rate per client				
A7 Federal Project Grant [MAT - Weekly Bupenephrine]	Weekly Census Rate per client				
A7 Federal Project Grant [MAT - Sublocate]	Sublocate Dosage				
B2 Transition Voucher [Supportive Housing/Living - Monthly]	Monthly Rate per client served				
B5 FACT Team	Weekly Census Rate per client				
B5 FACT Team [Enhanced Rate]	Enhanced Weekly Census Rate per client				
B6 Provider Proviso Projects [Transitional Beds]	Daily Bed Availability Rate				
B7 Wraparound Projects [Case Management - Wraparound Clients]	Daily Rate per client served				
C0 Other Bundled Projects [MAT - Weekly]	Weekly Census Rate per client				
C0 Other Bundled Projects [Drop-In/Self Help Centers - Daily]	Day (24 hour)				

EXHIBITS and INCORPORATED DOCUMENTS

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

Document	#	Title
Exhibit	A	Required Reports
Exhibit	B	Performance Outcome Measures
Exhibit	C	Projected Operating and Capital Budget
Exhibit	D	Personnel Detail Record
Exhibit	E	Agency Capacity Report
Exhibit	F	Program Descriptions
Exhibit	G	Submission of Information Form
Exhibit	H	Funding Detail
Exhibit	I	Invoice
Exhibit	J	Local Match Calculation Form
Exhibit	K	Federal Block Grant Requirements
Exhibit	L	Covered Service Rates by Program
Exhibit	M	Bed Hold Request Form
Exhibit	N	Incidental Expenses Request/Approval Form
Exhibit	O	Expenditure Reconciliation Report
Exhibit	P	Cost Reimbursement Template
Incorporated Document	1	LSF Glossary of Contract Terms
Incorporated Document	2	Evidence-Based Practice Guidelines
Incorporated Document	3	State and Federal Laws, Rules, and Regulations
Incorporated Document	5	Substance Abuse and Mental Health (SAMH) Funding Resource Guide
Incorporated Document	6	Residential Placements using Statewide Inpatient Psychiatric Programs (SIPP) Funding and Referral Process
Incorporated Document	11	Expiration/Termination Transition Planning Requirements
Incorporated Document	13	Tangible Property Requirements and Contract Provider Property Inventory Form
Incorporated Document	14	Performance Outcomes Measurement Manual
Incorporated Document	19	Financial Management Requirements
Incorporated Document	21	Temporary Assistance to Needy Families (TANF) Guidelines
Incorporated Document	27	National Voter’s Registration Act Guidelines
Incorporated Document	29	Seclusion and Restraint Reporting

Incorporated Document	31	Care Coordination
Incorporated Document	32	Suicide Prevention Best Practices
Incorporated Document	36	Recovery Management Practices

All Exhibits and Incorporated Documents are subject to revision. The Managing Entity may update the Exhibits and/or Incorporated Documents without drafting an Amendment to the Network Service Provider's Contract. The Managing Entity shall publish revised documents to its website and announce revisions via electronic mail to the Network Service Provider's designated point of contact.

CONTRACT EXEMPTIONS

Requirement	Primary Contract Component	Reference
Civil Rights Compliance Checklist	LSF Standard Contract	36.b.
Support to the Deaf or Hard-of-Hearing	LSF Standard Contract	36.i.
Outpatient Forensic Mental Health Services	Attachment I	B.1.a.(1).e.
Forensic and Civil Treatment Facility Admission and Discharge Processes	Attachment I	B.1.a.(1).f.
Temporary Assistance to Needy Families (TANF)	Attachment I	C.6.
Liability Insurance Additionally Insured Provisions	Attachment I	D.4.g.
Sliding Fee Scale	Attachment I	D.7.

Special Attachments

All Special Attachments can be found on the LSF Health Systems website: https://www.lsfhealthsystems.org/contract-documents/

Title	Network Service Provider Attachment #

All Special Attachments are subject to revision. The Managing Entity may update the Attachments without drafting an Amendment to the Network Service Provider's Contract. The Managing Entity shall publish revised documents to its website and announce revisions via electronic mail to the Network Service Provider's designated point of contact.