

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. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The Managing Entity is engaging the Network Service Provider for the purpose of behavioral health services, as further described in Attachment I hereto, thereby providing a comprehensive array of Behavioral Health Services to individuals, including emergency, acute care, residential, outpatient, recovery support, consumer support and prevention services, and as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed **\$10,292,492.00** (Contract Amount).

1.2. Effective and End Date

This Contract shall be effective **July 1, 2025** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **July 1, 2025** or the Effective Date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2030** (End Date), subject to the survival of terms provisions of **7.4**. Any earlier termination of this Contract amends the End Date. This Contract may be renewed in accordance with §287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

1.3. Official Payee and Party Representatives

The name, address, telephone number and e-mail address of the Managing Entity and the Network Service Provider's representatives for this Contract are as follows:

<p>1.3.1. Network Service Provider: Official Payee</p> <p>Name: <u>Alachua County Board of County Commissioners</u></p> <p>Address: <u>4201 SW 21st Place</u></p> <p>City: <u>Gainesville</u></p> <p>State: <u>FL</u> Zip Code: <u>32607</u></p> <p>Phone/Ext: <u>(352) 955-2450</u></p> <p>E-mail: <u>fmccumber@alachuacounty.us</u></p>	<p>1.3.2. Network Service Provider: Financial & Administrative</p> <p>Name: <u>Jill Myers</u></p> <p>Address: <u>Refer to 1.3.1.</u></p> <p>City: <u>Refer to 1.3.1.</u></p> <p>State: <u>FL</u> Zip Code: <u>Refer to 1.3.1.</u></p> <p>Phone/Ext: <u>(352) 374-3605 Ext. 2519</u></p> <p>E-mail: <u>jcm@alachuaclerk.org</u></p>
<p>1.3.3. Network Service Provider: Program Administrator & Primary Point of Contact</p> <p>Name: <u>Josh McCumber</u></p> <p>Address: <u>Refer to 1.3.1.</u></p> <p>City: <u>Refer to 1.3.1.</u></p> <p>State: <u>FL</u> Zip Code: <u>Refer to 1.3.1.</u></p> <p>Phone/Ext: <u>(352) 264-6738</u></p> <p>E-mail: <u>fmccumber@alachuacounty.us</u></p>	<p>1.3.4. Managing Entity: Network Manager & Primary Point of Contact:</p> <p>Name: <u>Ashley Harmon</u></p> <p>Address: <u>9428 Baymeadows Rd; Ste. 320</u></p> <p>City: <u>Jacksonville</u></p> <p>State: <u>FL</u> Zip Code: <u>32256</u></p> <p>Phone/Ext: <u>(904) 239-8443</u></p> <p>E-mail: <u>ashley.harmon@lsfnet.org</u></p>

1.3.5. Changes to contact information for persons identified in 1.3 can be by Notice.

1.4. Notices

Unless stated otherwise, Notices between the Network Service Provider and the Managing Entity and/or Department regarding this Contract shall be in writing and directed to the Contract Manager or Network Service Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the Managing Entity and/or Department. Notices will be deemed received upon actual receipt.

1.5. Contract Documents

1.5.1. The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.

1.5.2. Any telephone numbers and hyperlinks in this Contract are supplied to put the Network Service Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Network Service Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Contract.

1.5.3. In this Contract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.

1.5.4. The terms and conditions set forth in this Contract that conflict with PUR 1000 constitutes special Contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

1.6. Contract Composition

1.6.1. This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

1.6.1.1. This Standard Contract;

1.6.1.2. Attachment I - IV and other attachments, if any;

1.6.1.3. Appendix A outlines all Exhibits and Incorporated Documents for program specific;

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

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

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

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

1.6.1.7. Any documents incorporated into this Contract by reference.

1.6.2. Notwithstanding the order of precedence indicated, for purchases based on a state term Contract or an enterprise alternative Contract source procured for state agency use by the

Department of Management Services, the terms of the underlying state term Contract or Department of Management Services enterprise alternative Contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term Contract or alternative Contract source agreement the "Customer" is explicitly authorized to vary the terms to the State's detriment.

1.7. MyFloridaMarketPlace Transaction Fee

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

2. STATEMENT OF WORK

The Network Service Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document or governing law, the Managing Entity reserves the right to increase or decrease the volume of services and to add tasks incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under **Section 3** will be equitably adjusted by the Managing Entity to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1. Scope of Work

The Scope of Work is described in Attachment I, Scope of Work.

2.2. SECTION INTENTIONALLY LEFT BLANK

2.3. Deliverables

The deliverables are described in Attachment I, Deliverables.

2.4. Performance Measures

To avoid Contract termination, the Network Service Provider's performance must meet the minimum acceptable level of performance set forth in Attachment I, Deliverables, regardless of any other performance measures in this Contract. During any period in which the Network Service Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the Managing Entity may delay or deny payment for deliverables and also apply financial consequences.

3. PAYMENT, INVOICE AND RELATED TERMS

The Managing Entity pays for services performed by the Network Service Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed this Contract Amount, subject to the availability of funds and satisfactory performance of all terms by the Network Service Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Managing Entity per **3.1** and shall remain subject to subsequent audit or review to confirm Contract compliance. The State of Florida's performance and obligation to pay under this Contract 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.

3.1. Prompt Payment and Vendor Ombudsman

Per §215.422, F.S., the Managing Entity has five business days to inspect and approve goods and services unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. The Managing Entity determination of acceptable services shall be conclusive. The Managing Entity receipt of reports and other submissions by the Network Service Provider does not constitute acceptance thereof, which occurs

only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the Managing Entity or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in §215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Network Service Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

The Network Service Provider shall be paid in accordance with Attachment I, Method of Payment.

3.3. Invoices

3.3.1. The Network Service Provider shall submit invoices for payment, including any permitted travel expenses in this Contract, in accordance with §287.058(1)(a) – (b), F.S.

3.3.2. The Managing Entity will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due may be withheld until performance of services and a Contract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Network Service Provider and necessary adjustments thereto, have been approved by the Managing Entity. **Requirements for the Final Invoice are further described in Attachment I, Invoice Requirements.**

a. 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 eighth (8th) of each month following the month of when the services were rendered as identified and set forth in Attachment I, Invoice Requirements.

b. 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.

3.4. Financial Consequences

If the Network Service Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Managing Entity will apply, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in **6.1**. Other financial consequences directly related to the deliverables under this Contract are defined in **Attachment I, Deliverables**. The foregoing does not limit the Managing Entity's use of additional financial consequences, including refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per **6.2** and requisition of services from an

alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with 3.5, to the extent of such an error.

3.5. Overpayments and Offsets

The Network Service Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by the Managing Entity to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 40 days after discovery by the Network Service Provider, audit, or the Managing Entity. The Managing Entity and/or Department may recover against such payments by deduction from subsequent payments under this or any other Contract with the Network Service Provider, or any other lawful method. If this Contract involves federal or state financial assistance, the following applies: The Network Service Provider shall return to the Managing Entity unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the End Date.

3.6. Rural Opportunities

If the Network Service Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Network Service Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1. Legal Compliance

- 4.1.1.** The Network Service Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:
 - 4.1.1.1.** Applicable laws, rules, ordinances, certifications, and licensing requirements, and the Department's Children and Families Operating Procedures (CFOP);
 - 4.1.1.2.** Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the Managing Entity's authorization, unused state financial assistance funds must be returned to the Managing Entity;
 - 4.1.1.3.** Support for individuals with a disability or with limited English proficiency. The Network Service Provider and its subcontractors shall comply with CFOP 60-16, located at: <https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources>, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter;
 - 4.1.1.4.** For Nutritional Programs and Activities funded through the Department's Office of Economic Self-Sufficiency, the Network Service Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities;
 - 4.1.1.5.** Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Network Service Provider granting the State a

security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Network Service Provider disposes of the property before the State's interest is vacated, the Network Service Provider shall refund the pro-rata share of the State's initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]; and

4.1.1.6. If the Network Service Provider has one or more Contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Network Service Provider shall provide the following by Notice on each of those Contracts:

- 4.1.1.6.1.** The name of the issuing state agency and the applicable office or program;
- 4.1.1.6.2.** Identifying name and number;
- 4.1.1.6.3.** Starting and ending date;
- 4.1.1.6.4.** Total dollar amount;
- 4.1.1.6.5.** Purpose and the types of services provided; and
- 4.1.1.6.6.** Name and contact information for the state agencies' Contract Manager.

4.2. Certifications and Attestations

4.2.1. Common Carrier. If the Network Service Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Network Service Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

4.2.2. Foreign Countries of Concern Prohibition. If the Network Service Provider has access to an individual's Personal Identifying Information as defined in Rule 60A-1.020, F.A.C. and §501.171, F.S. the Network Service Provider and/or its subcontractors must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Network Service Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications. Where applicable, in compliance with §287.135(5), F.S., the Network Service Provider certifies the Network Service Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

4.2.4. Certification Regarding Lobbying. If this Contract contains Federal funding in excess of \$100,000, the Network Service Provider certifies clauses **4.2.4.1 – 4.2.4.3**. If an Amendment to this Contract causes the Federal funding to exceed \$100,000, the Network Service Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Network Manager.

4.2.4.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

- 4.2.4.2.** 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.
- 4.2.4.3.** 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.

4.3. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

4.5. Coercion for Labor or Services Prohibited

In accordance with §787.06(13), F.S., under penalty of perjury, the Network Service Provider's duly authorized official and signatory hereof, declares the Network Service Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

4.6. Independent Contractor, Subcontracting, and Assignments.

- 4.6.1.** In performing its obligations under this Contract, the Network Service Provider is an independent Contractor and not an officer, employee, or agent of the Managing Entity or the State of Florida, except where the Network Service Provider is a State Agency. The Network Service Provider, its agents, employees, subcontractors or assignees shall not represent to others they are agents of or have the authority to bind 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 due to performing the duties or obligations of this Contract.
- 4.6.2.** The Managing Entity will 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 are the sole responsibility of the Network Service Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Network Service Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.6.3. The Network Service Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Managing Entity. Such assignment occurring without prior approval of the Managing Entity shall be null and void.

4.6.4. The State of Florida may assign, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a Network Service Provider of the Managing Entity's selection.

4.6.5. Additional Terms if Subcontracting is Permitted

4.6.5.1. The Network Service Provider cannot subcontract for any of the work contemplated under this Contract without the Managing Entity's prior written approval. The Network Service Provider shall take all actions necessary to ensure each subcontractor of the Network Service Provider is an independent Contractor and not an officer, employee, or agent of the Managing Entity or State of Florida.

4.6.5.2. 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/or Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.6.5.3. The Network Service Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

4.7. Indemnity

4.7.1. This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Network Service Provider shall indemnify the Managing Entity and/or Department, where indemnification is not limited by law, as follows:

4.7.1.1. Personal Injury and Damage to Real or Tangible Personal Property. The Network Service Provider shall be fully liable, and fully indemnify, defend, and hold harmless the State, the Department, Managing Entity, and their officers, agents and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property allegedly caused in whole or in part by the Network Service Provider, provided however, the Network Service Provider need not indemnify, defend and hold harmless the State, Department, Managing Entity, for that portion of any loss or damages proximately caused by the negligent act or omission of the State, Department, Managing Entity, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

4.7.1.2. Intellectual Property Liability. The Network Service Provider shall fully indemnify, defend, and hold harmless the State, the Department, Managing Entity, and their officers, agents, and employees from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Managing Entity and/or

Department's misuse or modification of the Network Service Provider's products or the Managing Entity and/or Department's operation or use of the Network Service Providers' products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Network Service Provider's opinion, is likely to become the subject of such a suit, the Network Service Provider shall, at its sole expense, procure for the Managing Entity the right to continue using the product or to modify it to become non-infringing. If the Network Service Provider is not reasonably able to modify or otherwise secure the Managing Entity the right to continue using the product, the Network Service Provider shall remove the product and refund the Managing Entity the amounts paid more than a reasonable rental for past use. The State, the Department, and Managing Entity will not be liable for any royalties, or licensing fees, not including in this Contract.

4.7.1.3. Actions Related to this Contract. The Network Service Provider shall fully indemnify, defend, and hold harmless the State, the Department, Managing Entity, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Network Service Provider related to this Contract, as well as for any determination arising out of or relating to this Contract that the Network Service Provider is not an independent Contractor vis-à-vis the Managing Entity.

4.7.2. Subcontracts. The Network Service Provider shall include in all subcontracts and ensure all resulting Contracts include the requirement that such resulting Contractors indemnify, defend, and hold harmless the State and the Department, Managing Entity and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by Contracted entities, their agents, employees, partners or subcontractors; provided, however, that Contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Managing Entity and/or Department. The Network Service Provider shall indemnify, defend, and hold harmless the Managing Entity, State and the Department from the consequences of such a breach.

4.7.3. The indemnification requirement in **4.7.1** does not apply if the Network Service Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the Managing Entity, the State, the Department, or other party. In such instances, the Network Service Provider remains liable for the Network Service Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

4.7.4. Nothing in this Contract constitutes a waiver of sovereign immunity or consent by the Managing Entity, Department, or the State, or its subdivisions to suit by third parties or an agreement by the Managing Entity, the Department, the State, or its subdivisions to indemnify any person.

4.8. Insurance.

4.8.1. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Network Service Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Network Service Provider shall require subcontractors provide WCI for its employees absent coverage by the Network Service Provider's WCI.

4.8.2. General Liability Insurance. The Network Service Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and

completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Contract, whether such services are by the Network Service Provider or anyone employed by it. Such insurance shall include the State as an additional insured for the entire length of this Contract. The Network Service Provider shall set the limits of liability necessary to provide reasonable financial protections to the Network Service Provider, the Managing Entity, Department, and the State under this Contract. **Insurance coverage and limits are described in Attachment I, Insurance Requirement.**

4.8.3. Cyber/Network Security and Privacy Liability Insurance. The Network Service Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; Contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Network Service Provider shall set the limits of liability necessary to provide reasonable financial protections to the Network Service Provider, the Managing Entity, Department and the State under this Contract.

4.8.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Managing Entity with a commercial self-insurance trust fund authorized under §624.462, F.S. The Network Service Provider shall provide 30 calendar days written notice of cancellation of any insurance required by **4.8** to the Managing Entity. The Network Service Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Managing Entity, prior to this Contract execution, and provide the Managing Entity 10 days prior Notice of any cancellation or nonrenewal.

4.9. Notice of Legal Actions.

The Network Service Provider shall Notice the Managing Entity within 10 days after becoming aware of potential legal upon notice of actual legal actions against the Network Service Provider related to services provided by this Contract, that may impact deliverables or the Managing Entity.

4.10. Intellectual Property Transition Activities. When services that are the subject of the Contract continue through another provider, or the Managing Entity, after the End Date, the Network Service Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Network Service Provider shall be required to support an orderly transition to the next provider, or the Managing Entity, no later than the End Date and shall support the requirements for transition as specified in the Managing Entity approved Transition Plan, which shall be develop a consultation with the Managing Entity. **Requirements for the Transition Plan are further described in Attachment I, Data Collection, Reporting, and Analysis.**

4.11. Publicity.

The Network Service Provider and its employees, agents, and representatives shall not, without prior written consent of the Managing Entity in each instance, use in advertising, publicity or any other promotional endeavor any State 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.

4.12. 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.

4.13. Employee Gifts.

The Network Service Provider agrees it shall not offer to give or give any gift to any Managing Entity and/or Department employee during the service performance period of this Contract and or two years thereafter. In addition to any other remedies available to the Managing Entity, any violation of this provision will result in a 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 comply with these provisions.

4.14. Mandatory Reporting Requirements.

The Network Service Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Network Service Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

4.14.1. A reportable incident is defined in CFOP 180-4.

4.14.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Department's Office of Inspector General and the Network Manager.

4.14.3. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: <https://www.myflfamilies.com/about/additional-services-offices/office-inspectorgeneral/investigations/inspector-general> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Network Service Provider and subcontractor shall mail or fax the completed forms to the Managing Entity and the Department of Children and Families, Office of Inspector General, The Center, 2415 Monroe Street, Suite 400 - I, Tallahassee, Florida, 32303-4190; or via fax at (850) 488-1428.

4.15. Employment Screening.

4.15.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Network Service Provider shall ensure all staff, whether employees or independent Contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

4.15.1.1. Employment history check;

4.15.1.2. Fingerprinting for all criminal record checks;

4.15.1.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

- #### 4.16. Human Subject Research.

5. RECORDS, AUDITS AND DATA SECURITY

5.1.1. 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. Upon demand, at no additional cost to the Managing Entity, 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 **5.1.2**. 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.

5.1.2. 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.

- 5.1.3.** 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 2 CFR §200.337, 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.
- 5.1.4.** A financial and compliance audit shall be provided to the Managing Entity as specified in this Contract **and in Attachment III**.
- 5.1.5.** 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, F.S.).
- 5.1.6.** The Network Service Provider shall not withhold any record or 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.

5.2. The Network Service Provider's Confidential Information

- 5.2.1.** By executing this Contract, the Network Service Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Network Service Provider prior to execution hereof as "confidential" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §215.985, F.S. The Network Service Provider, upon written request of the Managing Entity and/or Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Network Service Provider as "confidential", including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.
- 5.2.2.** Any claim by the Network Service Provider of trade secret confidentiality for any information contained in the Network Service Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Managing Entity in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:
 - 5.2.2.1.** The Network Service Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Network Service Provider shall include information correlating the nature of the claims to the particular information.
 - 5.2.2.2.** The Managing Entity, 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 **5.2.2.1**. Accompanying the submission shall be an updated version of the justification under **5.2.2.1**, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains 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 claimed 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 trade secret information.

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

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Contract involve Network Service Provider access to protected health information (PHI) the Network Service Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Network Service Provider shall assist the Managing Entity and/or Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in **5.3** will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

- 5.3.1. Catch-all Definitions.** The following terms as used in **5.3** 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, Unsecured Protected Health Information, and Use.

5.3.2. Specific Definitions for 5.3

- 5.3.2.1.** "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.
- 5.3.2.2.** "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Contract includes the Managing Entity and/or Department.
- 5.3.2.3.** HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- 5.3.2.4.** "Subcontractor" has the same meaning as the term "Subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3. Obligations and Activities of the Network Service Provider

The Network Service Provider shall:

- 5.3.3.1.** Not use or disclose PHI except as permitted or required in by **5.3** or law;
- 5.3.3.2.** Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Network Service Provider may create, receive, maintain or transmit on the Managing Entity and Department's behalf;
- 5.3.3.3.** Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Network Service Provider in the same manner as such requirements apply to the Managing Entity and Department; and the Network Service Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§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 resulting U.S. Health and Human Services (HHS) guidance thereon;

- 5.3.3.4.** Report to the Managing Entity and Department any use or disclosure of PHI not permitted by **5.3**, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;
- 5.3.3.5.** Notify the Managing Entity and Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Notify the Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract data of the Department; and
- 5.3.3.6.** Notify the Managing Entity and Department's HIPAA Privacy Officer and Contract Manager within 24 hours of Notify the Department's HIPAA Privacy Officer and Contract Manager within 24 hours of HIPAA;
- 5.3.3.7.** Provide additional information requested by the Managing Entity and/or the Department for investigation of or response to a breach;
- 5.3.3.8.** Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Managing Entity and/or Department (§501.171, F.S.); implementation of the Managing Entity and/or Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Managing Entity and/or Department's actions.
- 5.3.3.9.** In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Network Service Provider's behalf are bound to the same restrictions, conditions, and requirements as the Network Service Provider by written Contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior Contracts or other arrangements, the Network Service Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);
- 5.3.3.10.** Make PHI available in a designated record set to the Managing Entity and/or Department as necessary to satisfy the Managing Entity's and/or Department's 45 CFR §164.524 obligations;
- 5.3.3.11.** Make any amendment to PHI in a designated record set as directed or agreed to by the Managing Entity and/or Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Managing Entity's and/or Department's 45 CFR §164.526 obligations;
- 5.3.3.12.** Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Managing Entity's and/or Department's 45 CFR §164.528 obligations;
- 5.3.3.13.** To the extent the Network Service Provider carries any obligation under 45 CFR Subpart E, comply with the requirements of Subpart E that apply to the Managing Entity in the performance of that obligation; and
- 5.3.3.14.** Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

5.3.4. Network Service Provider and its Subcontractors may only use or disclose PHI as listed below:

- 5.3.4.1.** To perform obligations under **5.3**;
- 5.3.4.2.** For archival purposes;

- 5.3.4.3.** If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;
- 5.3.4.4.** To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclose that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclose agrees to notify the Network Service Provider of any instances in which the confidentiality and security of PHI has been breached;
- 5.3.4.5.** To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Managing Entity data analyses relating to Managing Entity health care operations (as defined in 45 C.F.R. §164.501);
- 5.3.4.6.** To conform with 45 CFR §164.514(b) in de-identifying PHI; or
- 5.3.4.7.** follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR.

5.3.5. Managing Entity and/or Department Notifications Affecting Network Service Provider Disclosure of PHI

The Managing Entity will notify the Network Service Provider, to the extent it may affect Network Service Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Managing Entity has agreed to or is required to abide by under 45 CFR §164.522.

5.3.6. Termination Regarding PHI

5.3.6.1. Termination for Cause. Upon the Managing Entity's knowledge of a material breach of the Network Service Provider's duties under 5.3, the Managing Entity may: (a) Provide the Network Service Provider opportunity to cure the breach within the Managing Entity and/or Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Managing Entity will report the breach to the Secretary of HHS.

5.3.6.2. Network Service Provider Obligations Upon Termination. Upon termination, the Network Service Provider, with respect to PHI received from the Managing Entity, or created, maintained, or received on behalf of the Managing Entity, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Managing Entity, or its designee; (c) upon the Managing Entity's permission, destroy PHI the Network Service Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

5.3.6.3. Obligations under **5.3.6.2** survive termination.

a. Training Requirements

- i. The Network Service Provider shall provide the latest Departmental DCF HIPAA Basics Training to all persons prior to granting access to the Managing Entity and/or Department's information systems or any client or other confidential information.

5.4. Information Security

The Network Service Provider shall comply, 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:

- 5.4.1. The Network Service Provider shall designate an Information Security Officer competent to liaise with the Managing Entity and/or Department on security matters and maintain an appropriate level of information security for the Managing Entity and/or Department's information systems, or any client or other confidential 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 or 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.
- 5.4.2. The Network Service Provider shall provide the latest Departmental Security Awareness Training to all persons prior to granting access to the Managing Entity and/or Department's information systems or any client or other confidential information. The Network Service Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0112) annually.
- 5.4.3. 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. Clients 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.**
- 5.4.4. The Network Service Provider shall notify the Network Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information. **The Network Service Provider shall require the same of all subcontractors.**
- 5.4.5. The Network Service Provider shall, at its own cost, comply with §501.171, F.S. 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.**
- 5.4.6. The Network Service Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

5.5. Public Records

- 5.5.1. The Network Service Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., 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. Should the Network Service

Provider's fail to comply with this provision the Managing Entity may unilaterally terminate the Contract.

5.5.2. As required be §119.0701., F.S., to the extent the Network Service Provider is acting on behalf of the Managing Entity the Network Service Provider shall:

5.5.2.1. Maintain public records that ordinarily and necessarily would be required by the Managing Entity to perform the service.

5.5.2.2. Upon request from the Managing Entity's custodian of public records, provide to the Managing Entity a copy of requested records or allow the records inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

5.5.2.3. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following completion of this Contract if the Network Service Provider does not transfer the records to the Managing Entity.

5.5.2.4. Upon completion of this Contract, transfer, at no cost, to the Managing Entity all public records in possession of the Network Service Provider or keep and maintain public records required by the Managing Entity to perform the service. If the Network Service Provider transfers all public records to the Managing Entity upon completion of this Contract, the Network Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Network Service Provider keeps and maintains public records upon completion of this Contract, the Network Service Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Managing Entity, upon request from the Managing Entity's custodian of public records, in a format compatible with the information technology systems of the Managing Entity.

5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action.

6.1.1. In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Managing Entity require a corrective action to address noncompliance under this Contract, incremental penalties listed in **6.1.2** through **6.1.3** shall be imposed for the Network Service Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Managing Entity to complete corrective action, but shall not exceed 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. These penalties do not limit or restrict the Managing Entity's application of any other remedy available to it under law or this Contract.

6.1.2. 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, in accordance with the following standards.

- 6.1.2.1.** Noncompliance that is determined by the Managing Entity to have a direct effect on client health and safety shall result in the imposition of a 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.
 - 6.1.2.2.** Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.
 - 6.1.2.3.** Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.
 - 6.1.3.** The deadline for payment shall be as stated in the Managing Entity order imposing financial penalties. Financial penalties will be deducted from the Network Service Provider invoice in the month following imposition.

6.2. Termination

- 6.2.1.** The Managing Entity may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Network Service Provider unless another time is mutually agreed upon in writing.
- 6.2.2.** The Network Service Provider may terminate this Contract upon no less than 120 days' Notice in writing to the Managing Entity unless another time is mutually agreed upon in writing.
- 6.2.3.** In the event funds for payment pursuant to this Contract becomes unavailable, the Managing Entity may terminate this Contract upon no less than 24 hours' Notice in writing to the Network Service Provider. The Managing Entity is the final authority as to the availability and adequacy of funds.
- 6.2.4.** 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 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Network Service Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the Managing Entity and/or Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. 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 is a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract. **6.2** does not limit the Managing Entity's right to legal or equitable remedies.
- 6.2.5.** 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 sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Network Service Provider and only if the Network Service Provider:
 - 6.2.5.1.** Previously failed to satisfactorily perform in a Contract with the Managing Entity, was notified by the Managing Entity of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Managing Entity; or
 - 6.2.5.2.** Had any other Contract terminated by the Managing Entity for cause.

- 6.2.6.** In the event of termination under **6.2.1** or **6.2.3.**, the Network Service Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.
- 6.2.7.** 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 falsely certified under §287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Contract, the Managing Entity may terminate this Contract at any time the Network Service Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, 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 other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

7.2. No Other Terms

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. This Contract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

7.3. Interpretation, Severability of Terms

Contract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Managing Entity.

7.4. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Network Service Provider and remedies available to the Managing Entity survive the End Date. The Network Service Provider's performance pursuant to such surviving provisions is without further payment.

7.5. Modifications

Modifications of provisions of this Contract are 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 and approved by the Department.

7.6. Anticompetitive Agreements

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 provider of services to the Managing Entity.

7.7. SECTION INTENTIONALLY LEFT BLANK

7.8. Unauthorized Aliens.

- 7.8.1.** Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Managing Entity for violation of §274A of the Immigration and Nationality Act. The Network Service Provider and its subcontractors will 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 Network Service Provider or a subcontractor during the Contract term to perform work pursuant to this Contract within the United States and its territories.
- 7.8.2.** The Network Service Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The Managing Entity may terminate this Contract at any time if the Network Service Provider violates, or aids or abets another in violating, any state or federal law.

7.9. Public Entity Crime and Discriminatory Contractors

Pursuant to §§287.133 and 287.134, F.S., 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, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

7.10. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

7.11. Continuing Oversight Teams

The Network Service Provider shall comply with the provisions of §287.057(26), F.S., as applicable, establishing and governing conduct of Continuing Oversight Teams for Contracts of \$5 million or more.

7.12. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Managing Entity and/or Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Network Service Provider shall request reimbursement for eligible expenses through the Department with payment subject to FEMA approval and reimbursement.

7.13. Executive Compensation Reporting

- 7.13.1.** Annually on or before May 1 Network Service Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: <https://www.myflfamilies.com/generalinformation/Contracted-client-services/library>

- 7.13.2.** In accordance with §216.1366, F.S., if the Network Service Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Network Service Provider must provide documentation to the Managing Entity and/or Department that indicates the amount of state funds:
- 7.13.2.1.** Allocated to be used during the full term of the Contract for remuneration to any member of the board of directors or an officer of the Contractor.
 - 7.13.2.2.** Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor. The documentation must indicate the amounts and recipients of the remuneration.
- 7.13.3.** If the Network Service Provider maintains a website, information provided pursuant to **7.13.2** must be posted on the Network Service Provider's website.

7.14. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Network Service Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: <http://www.whistleblowers.gov>.

7.15. Post-Award Notice Dissemination

If the Network Service Provider receives federal or state financial assistance, the Network Service Provider will receive a Post-Award Notice (PAN) from the Managing Entity, which will contain information required to meet the Managing Entity's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Network Service Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

7.16. Recycled Products

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, F.S.

8. FEDERAL FUNDS APPLICABILITY

8.1. Federal Law

- 8.1.1.** The Network Service Provider shall comply with Federal law and regulations including, 2 CFR, Part 200, and other applicable regulations.
- 8.1.2.** 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 41 CFR, Part 60 if applicable.
- 8.1.3.** 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 §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §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 (2 CFR, Part 1500). The Network Service Provider shall report any violations of the above to the Managing Entity.
- 8.1.4.** 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 et seq). 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.
- 8.1.5.** If the Network Service Provider is a federal subrecipient or pass-through entity, then the Network Service Provider and its subcontractors who are federal subrecipients or pass-

through entities are subject to the following: A Contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.1.6. If the Network Service Provider is a federal subrecipient or pass through entity, the Network Service Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontract are being awarded to a "Contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Network Service Provider's subcontractor is determined to be a subrecipient, the Network Service Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.1.7. Drug Free Workplace. If the Network Service Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Network Service Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

9. CLIENT SERVICES APPLICABILITY

9.1. 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 1-800-96ABUSE (1-800-962-2873). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Network Service Provider and its employees.

9.2. 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 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. For 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. 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. The Managing Entity agrees to respond in writing within 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.

9.3. Confidential Client and Other Information

The Network Service Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of

the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual.

10. PROPERTY

- 10.1.** The following only applies to this Contract if funded by state financial assistance.
- 10.2.** The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.
- 10.3.** If any property is purchased by the Network Service Provider with funds provided by this Contract, the Network Service Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Managing Entity along with the expenditure report for the period in which it was purchased. At least annually the Network Service Provider will submit a complete inventory of all such property to the Managing Entity whether new purchases have been made or not.
- 10.4.** The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.
- 10.5.** The Network Manager must provide disposition instructions to the Network Service Provider prior to the End Date. The Network Service Provider cannot dispose of any property reverting to the Department without the Network Manager's approval. The Network Service Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Network Service Provider. The closeout inventory will contain the same information required by the annual inventory.
- 10.6.** The Network Service Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Network Service Provider and the Managing Entity and will be used in place of the original acquisition cost.

- 10.7.** Title (ownership) to and possession of all property purchased by the Network Service Provider pursuant to this Contract vests in the Managing Entity upon completion or termination of this Contract. During the term of this Contract, the Network Service Provider is responsible for insuring all property purchased by or transferred to the Network Service Provider is in good working order. The Network Service Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Network Service Provider is responsible for repaying to the Managing Entity, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Network Service Provider to the Managing Entity, the Network Service Provider is responsible for paying for the title transfer.
- 10.8.** If the Network Service Provider replaces or disposes of property purchased by the Network Service Provider pursuant to this Contract, the Network Service Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Network Service Provider's annual inventory.
- 10.9.** The Network Service Provider will indemnify the Managing Entity against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.
- 10.10.** An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. AMENDMENT IMPACT

Any amendment replacing or deleting this page will not affect the below execution.

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.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>.

By Signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in 1.6.

IN WITNESS THEREOF, the parties hereto have caused this eighty page Contract to be executed by their undersigned officials as duly 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. Program and Service Specific Terms

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

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

b. Program/Service Specific Terms

- (1) **Acute Care Services Utilization Database (ACSU).** Defined pursuant to §394.9082(10), Fla. Stat.
- (2) **Behavioral Health Network (BNet).** A statewide network of providers of Behavioral Health Services that serve children with mental health or substance use disorders, who are ineligible for Medicaid, and are determined eligible for Title XXI of the United States Public Health Services Act.
- (3) **Behavioral Health Services.** Substance Abuse and Mental Health (SAMH) Services defined pursuant to §394.9082(2)(a), F.S.
- (4) **Bed Count.** The Network Service Provider's daily census, which reflects the number of beds occupied and the number of beds vacant.
- (5) **Block Grants.** The Community Mental Health Services (CMHS) Block Grant, pursuant to 42 U.S.C. § 300x, et. seq. and the Substance Abuse Prevention and Treatment Recovery Services (SUPTRS) block grant, 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).** An ongoing, systematic process of Internal and external improvements in service provision and administrative functions, taking into account 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, 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 § 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), F.S.
- (17) **Electronic Vault.** An information technology system designed to store, manage, and track electronic versions of original and scanned documents, and to provide remote document access to Department staff.
- (18) **Evidence-Based Practice (EBP).** As defined by Incorporated Document 2 - Evidence-Based Practice Guidelines, which is incorporated herein by reference, and is available online.
- (19) **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.
- (20) **Indigent Psychiatric Medication Program,** also known as the Indigent Drug Program (IDP). Behavioral Health Services provided pursuant to § 394.676, F.S.
- (21) **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).
- (22) **Juvenile Incompetent to Proceed (JITP).** "Child," "juvenile", or "youth" as defined in § 985.03(7), F.S., deemed incompetent to proceed for accused crimes as specified in § 985.19, F.S.
- (23) **Local Match (Matching).** Pursuant to § 394.74(2)(b), F.S., and § 394.76, F.S.
- (24) **Managing Entity.** As defined pursuant to § 394.9082(2)(e), F.S.
- (25) **Mental Health Services.** As defined pursuant to § 394.67(16), F.S.
- (26) **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.
- (27) **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 § 394.4573(2), F.S.

- (28) **Operational Costs.** The allowable direct expenses incurred by a Network Service Provider in performing its contracted functions and delivering its contracted services.
- (29) **Opioid Settlement Trust Fund.** The purpose of the State Opioid Settlement Trust Fund within the Department is to abate the opioid epidemic in accordance with settlement agreements reached in opioid-related litigation and bankruptcy, as specified in General Appropriations Acts, pursuant to § 20.195, F.S.
- (30) **Payor Class.** Defined pursuant to §394.461(4)(b), Fla. Stat.
- (31) **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.
- (32) **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.
- (33) **Projects for Assistance in Transition from Homelessness (PATH).** A federal grant established under 42 U.S.C. ss. 290cc-21 – 290cc-35 to support homeless individuals who are homeless or at risk of homelessness with mental illnesses, who may also have co-occurring substance abuse and mental health treatment needs.
- (34) **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.
- (35) **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.
- (36) **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.
- (37) **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 **Attachment I, Scope of Work**. This includes, but is not limited to, the key community constituents included in § 394.9082(5)., F.S.
- (38) **State Mental Health Treatment Facilities.** State Mental Health Treatment Facilities serve adults who have voluntarily admitted, or court ordered for intensive inpatient treatment by a circuit court and pursuant to Chapter 394, F.S. or Chapter 916, F.S.
- (39) **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.

- (40) **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.
- (41) **Submit.** Unless otherwise specified, the term “Submit” as used in this Contract shall be construed to mean submission of a contractual requirement to the Managing Entity Network Manager.
- (42) **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.
- (43) **Substance Abuse Services.** Any of the substance abuse prevention, treatment and clinical services defined in § 397.311(26), F.S.
- (44) **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.
- (45) **Temporary Assistance to Needy Families (TANF).** As defined by 42 U.S.C. ss. 601, et seq., and Chapter 414, F.S.
- (46) **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.
- (47) **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.).
- (48) **Wait List.** The Network Service Provider’s requirement to track and provide wait list information in the manner provided by Management Entity. A master list for the Network, maintained by a Managing Entity and shows:
 - (1) The number of individuals waiting for access to the recommended service or program;
 - (2) The length of time each individual has been on the waiting list; and
 - (3) 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 **Incorporated Document 3 - SAMH Programmatic State and Federal Laws, Rules, and Regulations**, incorporated herein by reference.

c. Scope of Work

(1) Scope of Service

The Network Service Provider is responsible for the administration and delivery of a comprehensive array of Behavioral Health Services including emergency, acute care, residential, outpatient, recovery support, consumer support and prevention 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, F.S., and in compliance with federal requirements.

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

(3) **Incorporated Document 3 – SAMH Programmatic State and Federal Laws, Rules, and Regulations** contains additional state and federal laws, rules, and regulations applicable to performance under this Contract.

(4) If receiving **Substance Use Prevention, Treatment, and Recovery Services (SUPTRS) and the Community Mental Health Services (CMHS) block grant**, 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.

d. Major Contract Goals

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

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

Table 6 – Network Service Provider Output Measures Persons Served for Fiscal Year 2025-2026		
Program	Service Category	FY Target
Adult Mental Health	Residential Care	Refer to Exhibit B – Minimum Performance
	Outpatient Care	Refer to Exhibit B – Minimum Performance
	Crisis Care	Refer to Exhibit B – Minimum Performance
	State Hospital Discharges	Refer to Exhibit B – Minimum Performance
	Peer Support Services	Refer to Exhibit B – Minimum Performance
Children's Mental Health	Residential Care	Refer to Exhibit B – Minimum Performance
	Outpatient Care	Refer to Exhibit B – Minimum Performance
	Crisis Care	Refer to Exhibit B – Minimum Performance
Adult Substance Abuse	Residential Care	Refer to Exhibit B – Minimum Performance
	Outpatient Care	Refer to Exhibit B – Minimum Performance
	Detoxification	Refer to Exhibit B – Minimum Performance
	Women's Specific Services	Refer to Exhibit B – Minimum Performance
	Injecting Drug Users	Refer to Exhibit B – Minimum Performance
	Peer Support Services	Refer to Exhibit B – Minimum Performance
Children's Substance Abuse	Residential Care	Refer to Exhibit B – Minimum Performance
	Outpatient Care	Refer to Exhibit B – Minimum Performance
	Detoxification	Refer to Exhibit B – Minimum Performance
	Prevention	Refer to Exhibit B – Minimum Performance

b. Client Eligibility

(1) The Network Service Provider shall deliver Behavioral Health services to persons pursuant to

§394.674, F.S., including those individuals who have been identified as requiring priority by state or federal law. These identified priorities include, but are not limited to, the categories in sections (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, Network Service Providers shall prioritize admissions with pregnant women that inject drugs first, pregnant women second, all other individuals that inject drugs third, followed by all other individuals;

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

(c) Priority for services 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., F.S., 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., F.S., 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;

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

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

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

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

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

(j) 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).

(2) The Network Service Provider must adopt the American Society of Addiction Medicine (ASAM) level of care determination criteria for serving all persons with substance use disorders. The ASAM criteria are published at <https://www.asam.org/asam-criteria/about-the-asam-criteria>.

c. Client Determination

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

(2) The Managing Entity may delegate determinations to the Network Service Providers, subject to the provisions of **Section c.(5)**.

(3) In no circumstance shall an individual's county of residence be a factor that denies access to services.

(4) The Network Service Provider shall submit a monthly attestation attached to an invoice to the

Managing Entity, declaring that, at the time of submission, no other funding source was known for the invoiced services.

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

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 Department.

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

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

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

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

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 **Incorporated Document 6 - Residential Placements Using Statewide Inpatient Psychiatric Programs (SIPP) Funding and Referral Process** 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 **Incorporated Document 7 - Outpatient Forensic Mental Health Services** 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 **Incorporated Document 8 - State Mental Health Treatment Facility Admission and Discharge Processes** 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.
- (f) If the Network Service Provider is a crisis stabilization unit (CSU) or hospital, they shall participate in the Agency for Health Care Administration's Event Notification System (ENS) by July 1, 2026.
- (g) If the Network Service Provider is a Designated Receiving Facility, they must enter data into the Department's Baker Act data portal.

(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) Inspections and Corrective Action

In addition to the terms of **Section 5.1**, the following requirements shall apply to this Contract.

- (a) The Network Service Provider shall be monitored in accordance with §402.7305, F.S. and CFOP 75-8, Policies and Procedures of Contract Oversight. The Network Service Provider shall comply with any requests made by the Managing Entity 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.

(b) The Managing Entity will 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.

(c) 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.

(d) The Network Service Provider shall comply with the Managing Entity and its authorized representatives contracted to conduct operational and financial audits in accordance with § 394.9082(3), F.S. At no cost to the Managing Entity or its authorized representatives, the Network Service Provider shall provide the right of access to all programmatic, administrative, management, budget, and financial information deemed necessary by the Managing Entity or its authorized representatives to complete the required operational and financial audits. This right also includes timely and reasonable access to the Network Service Provider's personnel for the purpose of interview and discussion related to such documents or this Contract in general. The Network Service Provider shall provide any data or information requested by the Managing Entity or its authorized representatives as part of these audits within one business day, unless a later submission date is expressly authorized by the Managing Entity. The operational and financial audits of the Network Service Provider shall consist of a review of business practices, personnel, financial records, related parties, compensation, and other areas as determined by the Managing Entity and shall include the following:

- (i)** The services administered, the method of provider payment, expenditures, outcomes, and other information as determined by the Managing Entity.
- (ii)** Referral patterns, including the Network Service Provider's referral volume; provider referral assignments; services referred; length of time to obtain services; and key referral performance measures.
- (iii)** Provider network adequacy and provider network participation in the Managing Entity's available bed platform, the Opioid Data Management System, the Agency for Health Care Administration Event Notification Service, and other Department required provider data submissions.
- (iv)** Audits of the Managing Entity's expenditures and claims that include the following:
 - a.** Comparison of services administered through the Managing Entity, the outcomes of the Managing Entity's expenditures, the Managing Entity's expenditures for behavioral health services, and any other information as determined by the Department.
 - b.** Analysis of services funded by the Managing Entity rendered to individuals who are also Medicaid beneficiaries to, at a minimum, assess the extent to which the Managing Entity is funding services that are also available as covered services under the Medicaid program.
- (v)** The Managing Entity's and its authorized representatives' rights of access shall last as long as the records are retained.

(e) The Managing Entity shall perform Risk Assessments to develop an annual monitoring schedule of its networked service providers. The monitoring schedule shall distinguish between onsite monitoring and desk reviews. The Network Service Provider acknowledges that the Managing Entity reserves the right to monitor the Network Service Provider at any time during the contract period. Where applicable as per this contract, the Managing Entity shall review a sample of case management records to verify that services identified in the community living support plan for

individuals residing in Assisted Living Facilities with Limited Mental Health Licenses are provided pursuant to §394.4574, Fla. Stat.

(f) 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.

(g) 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.

(h) The Network Service Provider shall develop a written fraud and abuse prevention policy and procedure within 60 days of execution that complies with all state and federal requirements to this contract. This protocol shall be approved by the Managing Entity prior to implementation. This policy and procedure shall be made available to the Managing Entity upon request.

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

(j) 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.

(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.

(d) The Managing Entity and the Network Service Provider shall cooperate with the Department when investigations are conducted regarding a regulatory complaint relevant to a licensed facility operated by one of the Managing Entity's Network Service Providers.

(e) The Managing Entity and the Network Service Provider shall integrate the Department's current initiatives, new state and federal requirements, and policy initiatives into its operations.

(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 30 days prior to termination or transition of program services or 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 **Incorporated Document 11 - Managing Entity Expiration/Termination Transition Planning Requirements**, 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 established business requirements for data submission, and §394.74(3)(e), F.S. The data must:

- i. Enable expenditures to be tracked by program, fund type, and service;
- ii. Capture service utilization by type and recipient; and
- iii. Document quality of care, access to services, and outcomes for each individual served within the Network.
- iv. Capture client-specific data, such as:
 1. Client demographics;
 2. Procedure codes;
 3. Primary and secondary diagnoses;;
 4. Any relevant Z code(s); and
 5. Provider type.

(e) The Network Service Provider shall electronically submit all data, as specified in DCF Data System Guidelines, to the Managing Entity in the manner provided by Managing Entity by the eighth (8th) of each month and ad hoc requests in adherence to the identified deadline. The Managing Entity may require alternative reporting due dates for certain programs through the incorporated programmatic guidance documents. The Managing Entity reserves the right to require certain data that is needed for specified ad hoc, federal discretionary grants, or other needs prior to the eighth (8th) of each month.

(f) If a data reporting system is down, inaccessible, or otherwise unusable, all data required for submission under this Contract must be submitted to the Department as soon as the system is available, or alternative solutions will be provided.

(g) The Network Service Provider is responsible for notifying the Network Manager within five (5) business days of any changes to personnel access to all Managing Entity reporting systems;

Department web portal accounts, including access to IRAS and the Department of Corrections (DOC) Aftercare Referral System; so that the Management Entity can terminate access to accounts, as applicable.

(h) The Network Service Provider's data officer or designee shall participate in the Managing Entity's Data conference calls, meetings, and training events.

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

(j) 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.

(k) 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.

(l) The Managing Entity will provide a monthly data acceptance rate report to the Network Service Provider. The Network Service Provider shall maintain a minimum 95% data acceptance rate. In the event the Network Service Provider's total monthly submission per data set results in an acceptance rate less than 95% 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.

(m) 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.

(n) 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.

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

(p) If the Network Service Provider is a public receiving facility, detoxification facility, and/or an addictions receiving facility, the Network Service Provider must collect and submit the acute care service utilization data specified in § 394.9082(10), F.S., according to the timeframes established therein, using a file transfer protocol process or a web portal developed by the Managing Entity.

(7) Fiscal Responsibility Function

(a) The Network Service Provider shall comply with **Incorporated Document 19 – Federal Grant Financial Management Requirements**.

(b) 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.

(c) The Network Service Provider's financial management and accounting system must have the capability to generate financial reports by fund source, individual service recipient utilization, and cost, which, at minimum, will meet federal requirements for the Block Grants.

(d) The Network Service Provider shall ensure that it budgets and accounts for revenues and expenditures are 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 five (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.

(i) The Network Service Provider shall cooperate with the Managing Entity and Department when investigations are conducted regarding a regulatory complaint relevant to a licensed facility operated by one of the Managing Entity's Network Service Providers.

(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 30 days thereafter. The contacts should be more frequent than every 30 days, however, the individual must be contacted within the 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 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 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, F.S.;

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

3. Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;
4. Has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice; or
5. Is ineligible for contracting pursuant to the standards in § 215.473(2), F.S.
6. 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 Network Service Provider is:
 - a. Found to have submitted a false certification under § 287.135, F.S., or
 - b. Is placed on the Scrutinized Companies with Activities in Sudan List or
 - c. Is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or
 - d. Is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
7. The Network Service Provider agrees that services funded by this Contract other than those set out in this Contract, will be provided only upon receipt of a written authorization from the Network Manager. The Managing Entity and Department have final authority to make any and all determinations that affect the health, safety, and well-being of the people of the State of Florida.

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

1. OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments;
2. OMB Circular A-122, Cost Principles for Non-profit Organizations;
3. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations;
4. The Reference Guide for State Expenditures, which is incorporated herein by reference and may be located at: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>;
5. Chapter 65E-14, F.A.C.;
6. Block Grant requirements, including maintenance of effort;
7. State and federal grant requirements;
8. TANF requirements, if applicable;
9. Chapter 427, Fla. Stat., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if funds under this contract will be used to transport individuals served; and
10. Department or Managing Entity policies related to the delivery of service.

(c) Task Limits. The Network Service Provider shall perform only Managing Entity approved tasks and services with Managing Entity funding. With the exception of individuals served from statewide Mental Health Treatment Facilities, services shall only be provided in the following county(ies): **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.

(16) The Network Service Provider must participate in any Managing Entity and Department-sponsored Network Service Provider satisfaction surveys.

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**, in accordance with Rule 65E-14.021, F.A.C.

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 Managing Entity or the Department for failure to satisfactorily perform or for cause;

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

(5) Is ineligible for contracting pursuant to the standards in § 215.473(2), F.S.

(6) 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:

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

(7) The Managing Entity agrees that services funded by this Contract other than those set out in this Contract, will be provided only upon receipt of a written authorization from the Network Manager. The 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.

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

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

(2) The Network Service Provider shall notify the Managing Entity's Network Manager, in writing, a minimum of 30 days prior to making any changes in location that will affect the Managing Entity's

ability to contact the Network Service Provider.

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 **Incorporated Document 13 - Tangible Property Requirements** and document compliance through the submission of **DCF's Template 1 – Provider Tangible Property Inventory Form**, 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 confidential records 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 10 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 related to its operations, 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.

(4) The Managing Entity shall monitor the maintenance of Network Service Providers documentation of the provision of all services, sufficient to provide an audit trail.

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 eighth (8th) 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 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. General 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 assumes 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).

e. Performance Measures for Acceptance of Deliverables

(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 Managing Entity or 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 will report to the Department.

(5) Department performance measure compliance determinations are final. Once performance measures have been calculated using the data submitted in the SAMH Data System, performance data may not be altered or amended. Subsequent performance data submission will not impact the initial performance measure compliance determination.

(6) 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 Measure Terms

PAM 155-2 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's Data System in the manner provided by the Management Entity.

g. Performance Measure Methodology

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

h. Performance Standards Statement

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

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

i. Failure to Perform

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

j. Corrective Action Plan for Performance Deficiencies

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

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

6. Network Service Provider Responsibilities

The Network Service Provider shall:

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

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

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

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

(5) The Network Service Provider shall coordinate with the judicial system, the criminal justice system, and the local law enforcement agencies in the geographic area, to develop strategies and alternatives for diverting individuals from the criminal justice system to the civil system. Such diversion shall be as provided under pt. I of ch. 397, Fla. Stat., and §394.9082, Fla. Stat., and apply to persons with substance use and mental health disorders who are included in the priority population pursuant to §394.674, Fla. Stat., who are arrested for a misdemeanor;

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

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

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

7. Managing Entity Responsibilities

a. Managing Entity Obligations

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

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

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

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

b. Determinations

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

c. Monitoring Requirements

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

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

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

(4) Assessment shall include, but may not be limited to, reviews of procedures, data systems, program service delivery, accounting records, financial management policies and procedures and support documentation, internal quality improvement reviews, and documentation of service of Individuals Served. The Network Service Provider shall cooperate at all times with the Managing Entity to conduct these reviews and shall provide all documentation requested by the reviewers in a timely manner at its administrative office or other location, as determined by the Managing Entity.

C. Method of Payment

1. Payment Clause

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

The Contract total dollar amount shall not exceed **\$10,292,492.00**, 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** payment methodology.

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

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

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

(b) The Network Service Provider shall submit the **Exhibit O – Expenditure Reconciliation Report** which will outline expenses incurred. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly Expenditure Reconciliation reports, depending on the Network Service Providers rate of spending, to perform an invoice reconciliation at any point within a fiscal year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Invoice Requirements

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

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

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

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

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

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

documentation is received;

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

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

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

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

3. Local Match Calculation

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

4. Allowable Costs

a. All costs associated with performance of the services contemplated by this Contract must be both reasonable and necessary and in compliance with the Cost Principles pursuant to 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 300.1 – Adoption of 2 CFR Part 200, 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Requirements for HHS Awards - Subpart E, The Reference Guide for State Expenditures, and Ch. 65E-14, F.A.C.

b. Unless otherwise specified in writing by the federal grant issuing agency, none of the funds provided under any federal grants may be used to pay the salary of an individual at a rate in excess of Level II of the Executive Schedule, published but the U.S. Office of Personnel Management at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>

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

d. Invoices must be dated, signed by an authorized representative of the Network Service Provider and submitted in accordance with the submission schedule in this contract, with appropriate service utilization and Individuals Served data accepted into the Managing Entity's Data System, in accordance with PAM 155-2.

e. 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 of services billed:

(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) Medicaid enrollees or recipients 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.

c. For all Medicaid-enrolled Network Service Providers, prior to invoicing the Managing Entity for any services provided to any Medicaid-enrolled recipients, the agency must document that they have:

(1) Submitted a prior authorization request for any Medicaid-covered services provided.

(2) Appealed any denied prior authorizations.

(3) Provided assistance to appeal a denial of eligibility or coverage.

(4) Verified the provided service is not a covered service under Florida Medicaid, as defined in Chapter 59G-4, F.A.C., or is not available through the individual's MMA Plan.

(5) In cases where the individual's Medicaid-covered service limit has been exhausted for mental health services, an appropriately licensed mental health professional has issued a written clinical determination that the individual continues to need the specific mental health treatment service provided.

(6) In cases where the individual's Medicaid-covered service limit has been exhausted for substance use disorder treatment services a qualified professional as defined in § 397.311(35), F.S., has issued a written clinical determination that the individual continues to need the specific service provided.

6. Temporary Assistance to Needy Families (TANF) Billing

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

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

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

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

8. 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. Termination

The provisions of **Section 6.2.1** and **Section 6.2.2** are hereby modified and superseded as follows. The remaining clauses of **Section 6** remain in effect.

- a.** Notwithstanding the provisions of **Section 6.2.1**, in accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Managing Entity without cause upon no less than 180 calendar days' notice in writing to the Network Service Provider unless a sooner time is mutually agreed upon in writing.
- b.** Notwithstanding the provisions of **Section 6.2.2**, this Contract may be terminated by the Network Service Provider upon no less than 180 calendar days' notice in writing to the Managing Entity unless a sooner time is mutually agreed upon in writing.

2. Dispute Resolution

The following Dispute Resolution terms shall apply to this Contract:

- 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. Each party 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 10 days, the parties' appointed representatives shall meet within 10 working days and select a third representative. These three representatives shall meet within 10 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 Leon County, Florida.

3. MyFloridaMarketPlace Transaction Fee

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

4. 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.

5. Insurance Requirements

In addition to the provisions of **Section 4.8**, the following Special Insurance Provisions shall apply to this Contract. In the event of any inconsistency between the requirements of this section and the requirements of **Section 4.8**, the provisions of this section shall prevail and control.

- a.** The Network Service Provider shall notify the Network Manager within 30 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 at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by §284.30, F.S.
- 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.** With the exception of any state agency or subdivision as defined by § 768.28(2), F.S., the Managing Entity shall cause all Network Service Providers, at all tiers, who the Managing Entity reasonably determines to present a risk of significant loss to the Managing Entity or the Department, to obtain and provide proof to the Managing Entity and the Department a comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability covering the Network Service Provider and all its employees. The limits of coverage for the Managing Entity's Network Service Providers, at all tiers, shall be in such amounts as the Managing Entity reasonably determines to be sufficient to cover the risk of loss.
- e.** If any officer, employee, or agent of the Network Service Provider, at all tiers, operates a motor vehicle in the course of the performance of its duties under this contract, 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 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.
- f.** If any officer, employee, or agent of the Network Service Provider, at all tiers, provides operates a motor vehicle in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider to obtain and provide proof to the Managing Entity and the Department of comprehensive automobile liability insurance coverage with the same limits.
- g.** 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.
- h.** The Network Service Provider shall obtain and provide proof to the Managing Entity of professional liability insurance coverage, including errors and omissions coverage, to cover the Managing Entity and all its employees. If any officer, employee, or agent of the Network Service Provider administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Network Service Provider under this contract, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover the Network Service Provider and all 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.
- i.** If any officer, employee, or agent of the Network Service Provider, at all tiers, provides any professional services or provides or administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider, at all tiers, to obtain and provide proof to the Managing Entity and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all Network Service Provider employees with the same limits.
- j.** The Managing Entity and 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.
- k.** All such insurance policies of the Network Service Provider, at all tiers, 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 Department in the reasonable exercise of its judgment.

(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.

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

m. In addition to the requirements of **Section 4.8**, the Network Service Provider shall comply with the publicity requirements mandated in § 394.9082(5)(u), F.S.

6. Employment Eligibility Verification (E-Verify)

a. Definitions as used in this clause:

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

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

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

b. Enrollment and Verification Requirements

(1) The Network Service Provider shall:

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

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

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

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

referred to a DHS or SSA suspension or debarment official.

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

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

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

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

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

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

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

(3) The Network Service Provider shall comply with the provisions of § 448.095, F.S.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 National Plan and Provider Enumeration System (NPPES):

<https://nppes.cms.hhs.gov/NPPES>

(2) The CMS NPI:

<https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/NationalProvdentStand/>

12. Files of Individuals Served

The Network Service Provider is required to maintain all current and subsequent medical records and clinical files of Individuals Served. In the event a Network Service Provider program closes, the Network Service Provider shall:

(1) Maintain all inactive records documenting services provided with SAMH funds in compliance with the records retention requirements of **Section 5**; and

(2) Coordinate the transition of active records documenting services provided with SAMH funds to a successor Network Service Provider for the program, as identified by the Managing Entity, in compliance with any service transition requirements in the terminated subcontract or a transition plan developed in coordination with the successor Network Service Provider.

13. Community Persons Served Satisfaction Survey

The Network Service Provider shall conduct satisfaction surveys of Individuals Served pursuant to PAM 155-2.

14. 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.

15. 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.

16. Mobile Response Teams (MRTs)

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

E. Program Specific Requirements

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

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

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

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

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

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

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 FINANCIAL COMPLIANCE

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.

1. MONITORING

1.1. In addition to reviews of audits conducted in accordance 2 CFR 200.521-200.521 and §215.97, F.S., as revised, the Department or Managing Entity may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Monitoring or oversight reviews include on-site visits by the Department or Managing Entity staff, agreed-upon-procedures engagements as described in 2 CFR §200.425, or other procedures. By entering into this agreement, the Provider shall comply and cooperate with any monitoring or oversight reviews 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 Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department or the Managing Entity regarding such audit. The Provider shall 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.

2. AUDITS

2.1. Part I: Federal Requirements

2.1.1. This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Provider expends \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500 - 200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and LSF Health Systems Contract Manager. In the event the Provider expends less than \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its LSF Health Systems Contract Manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider 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 shall be in accordance with guidelines established by 2 CFR §§200.500 - 200.521. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part §§200.500-200.521, will meet the requirements of this part. In connection with the above audit requirements, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

2.1.3. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall 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.

2.2. Part II: State Requirements

2.2.1. This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Provider expends \$750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with §215.97, F.S.; 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 Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its LSF Health Systems Contract Manager. In the event the Provider expends less than \$750,000 in state financial assistance during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its LSF Health Systems Contract Manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider 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.

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

2.2.4. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall 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.

2.3. Part III: Report Submission

2.3.1. Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Managing Entity within thirty 30 (federal) or 40 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

2.3.1.1. LSF Health Systems

LSF Health Systems Data System – Carisk Partners

2.3.1.2. Department of Children & Families, Office of the Inspector General, Single Audit Unit Hqw.IG.Single.Audit@myflfamilies.com.

2.3.1.3. Reporting packages required by Part I of this attachment shall be submitted, when required by 2 CFR §200.521(d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: <https://www.fac.gov/>, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

2.3.1.4. Reporting packages required by Part II of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General
Local Government Audits/251
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
flaudg-en_localgovt@aud.state.fl.us

The Auditor General's website (<https://flauditor.gov>) provides instructions for filing an electronic copy of a financial reporting package.

2.3.2. When submitting reporting packages to the Department and 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, the Provider shall include correspondence from the auditor indicating the date the audit report package was delivered to Provider. 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 and Managing Entity in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

2.3.3. Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

2.3.4. Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

2.4. Part IV: Record Retention

The Provider 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 Provider 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

The purpose of this Attachment was to outline 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 Network Service Provider, but this is now referenced in the Standard Contract in **5.3**.

REMAINDER OF THIS ATTACHMENT INTENTIONALLY LEFT BLANK

Minimum Performance Measures

EXHIBIT B

B.1. The Network Service Provider shall meet the performance measures in **Table 3**, as appropriate to the services and target populations in its Contract, listed in Exhibit L – Covered Service Rates by Program.

Table 3 – Network Service Provider Performance Measures	
Measure Description	
The Network Service Provider shall increase diversions from acute care services. The readmission rate is equal to or less than 20% the first year and increases 1% thereafter. Numerator: Number of readmissions. Denominator: number of discharges all multiplied by 100.	
Travel time for 50% or fewer individuals residing in the Region in urban counties and seeking services is within 30 miles and takes less than 60 minutes. The readmission rate is equal to or less than 20% the first year and increases 1% thereafter. Numerator: Number of readmissions. Denominator: number of discharges all multiplied by 100.	
Travel time for 50% or fewer individuals residing in the Region in rural counties and seeking services is within 50 miles and takes less than 120 minutes. This shall increase 10% per year thereafter, up to 70%. Numerator: Number of individuals who traveled a maximum of 120 minutes and 50 miles to access care. Denominator: Total number of individuals seen multiplied by 100.	
Network Service Providers shall demonstrate progress by reducing the average number of days individuals remain on the on the Forensic and Priority Population Wait List.	

B.2. The Network Service Provider shall meet the targets in **Table 4**, as appropriate to the services and target populations in its Contract, listed in Exhibit L – Covered Service Rates by Program.

Table 4 – Network Service Provider Measures		Target
Adults Community Mental Health		
MH003	Average annual days worked for pay for adults with severe and persistent mental illness	40
MH703	Percent of adults with serious mental illness who are competitively employed	24%
MH742	Percent of adults with severe and persistent mental illnesses who live in stable housing environment	90%
MH743	Percent of adults in forensic involvement who live in stable housing environment	67%
MH744	Percent of adults in mental health crisis who live in stable housing environment	86%
Adult Substance Abuse		
SA753	Percentage change in clients who are employed from admission to discharge	10%
SA754	Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge	15%
SA755	Percent of adults who successfully complete substance abuse treatment services	51%
SA756	Percent of adults with substance abuse who live in a stable housing environment at the time of discharge	94%
Children Mental Health		
MH012	Percent of school days Seriously Emotionally Disturbed (SED) children attended	86%

Minimum Performance Measures

EXHIBIT B

MH377	Percent of children with Emotional Disturbances (ED) who improve their level of functioning	64%
MH378	Percent of children with SED who improve their level of functioning	65%
MH778	Percent of children with ED who live in a stable housing environment	95%
MH779	Percent of children with SED who live in a stable housing environment	93%
MH780	Percent of children at risk of ED who live in a stable housing environment	96%
Children Substance Abuse		
SA725	Percent of children who successfully complete substance abuse treatment services	48%
SA751	Percent change in the number of children arrested 30 days prior to admission versus 30 days prior to discharge	20%
SA752	Percent of children with substance abuse who live in a stable housing environment at the time of discharge	93%

B.3. The Network Service Provider shall provide timely access measures in **Table 5**, as appropriate to the services and target populations in its Contract, listed in Exhibit L – Covered Service Rates by Program.

Table 5 – Network Service Provider Timely Access Measures			
Measure Description	Minimum Acceptable Network Service Provider Performance		
	Effective 7/1/2025	Effective 7/1/2027	Effective 7/1/2029
Appointments for urgent services (services needed to preclude a crisis) provided within 48 hours of a request.	70%	80%	90%
Appointments for rapid intervention for children, families, or individuals in distress or at risk for entry into foster care, justice systems or more intensive services within 72 hours from the date of a referral or request for assistance.	70%	80%	90%
Appointments for outpatient follow-up services provided within 7 days after discharge from an inpatient or residential setting	70%	80%	90%
Appointments for initial assessment are provided within 14 days of a request for treatment.	70%	80%	90%

B.4. The Network Service provider shall ensure they cumulatively reach the annual output measures in **Table 6**.

Table 6 – Network Service Provider Output Measures Persons Served for Fiscal Year 2025-2026		
Program	Service Category	FY Target
Adult Mental Health	Residential Care	N/A
	Outpatient Care	N/A
	Crisis Care	N/A

Minimum Performance Measures

EXHIBIT B

	State Hospital Discharges	N/A
	Peer Support Services	N/A
Children's Mental Health	Residential Care	N/A
	Outpatient Care	N/A
	Crisis Care	N/A
Adult Substance Abuse	Residential Care	37
	Outpatient Care	32
	Detoxification	N/A
	Women's Specific Services	N/A
	Injecting Drug Users	27
	Peer Support Services	30
Children's Substance Abuse	Residential Care	N/A
	Outpatient Care	N/A
	Detoxification	N/A
	Prevention	N/A

**** Table 6 is unique for each Network Service Provider and will be distributed separately.**

B.5. 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 as stated herein. The parties agree that the financial consequences provided for under Exhibit B constitute financial consequences under § 287.058(1)(h); and § 215.971(1)(c), F.S. 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 **Section 6.2**, 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 **Section 3.5**, to the extent of such error.

B.6. Corrective Action for Performance Deficiencies

B.6.1. 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.

B.6.2. In accordance with the provisions of § 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans shall be required for noncompliance, nonperformance, or unacceptable performance under this Contract, and penalties shall be imposed for failure to comply with a Managing Entity's approved corrective action plan unless the Managing Entity determines that extenuating circumstances exist.

Provider Name: Alachua County Board of County Commissioners

Effective: 7/1/2025

Amend. #: N/A

Contract #: FL020

Retroactive to:

Other Cost Accumulators Title	Line #	GAA Category	Program	Age Group	Program Code	Parent Other Cost Accumulators (OCA)	Other Cost Accumulators (OCA)	Carry Forward	Total	The Amount of Non-Recurring Funds included in Total Amount
Mental Health - Budget Entity - 60910506										
Mental Health Core Services Funding										
ME Mental Health Services & Support - Adult	373/374/377/378	100610/100611/100777/100778	Mental Health	Adult	AMH	MH000	MHA00		-	-
ME Mental Health Services & Support - Adult - Carry Forward	373/374/377/378	100610/100611/100777/100778	Mental Health	Adult	AMH	MH000	MHA00-CF	Carry Forward	-	-
ME Mental Health Services & Support - Child	373/374/377/378	100610/100611/100777/100778	Mental Health	Child	CMH	MH000	MHC00		-	-
ME Mental Health Services & Support - Child - Carry Forward	373/374/377/378	100610/100611/100777/100778	Mental Health	Child	CMH	MH000	MHC00-CF	Carry Forward	-	-
ME Early Intervention Services-Psychotic Disorders	367	100610	Mental Health	Adult	AMH	MH026	MH026		-	-
ME BSCA Early Intervention SVC-Psychotic Disorders	373	100610	Mental Health	Adult	AMH	MH26B	MH26B		-	-
ME MH BSCA 988 Suicide and Crisis Lifeline	373	100610	Mental Health	Adult	AMH	MHCBS	MHCBS		-	-
ME MH Forensic Transitional Beds	373	100610	Mental Health	Adult	AMH	MHFMH	MHFMH		-	-
ME MH Forensic Transitional Beds - Carry Forward	373	100610	Mental Health	Adult	AMH	MHFMH	MHFMH-CF	Carry Forward	-	-
ME MH State Funded Federal Excluded Services	373/374	100610/100611	Mental Health	Adult	AMH	MHSFP	MHSFP		-	-
ME MH State Funded Federal Excluded Services - Carry Forward	373/374	100610/100611	Mental Health	Adult	AMH	MHSFP	MHSFP-CF	Carry Forward	-	-
ME MH Transitional Beds for MH Institution	373	100610	Mental Health	Adult	AMH	MHTMH	MHTMH		-	-
Total Mental Health Core Services Funding									-	-
Mental Health Discretionary Grants Funding										
ME MH 988 State and Territory Improvement Grant-Year 2	372	100610	Mental Health	Adult	AMH	MH982	MH982		125,891	125,891
ME MH 988 State and Territory Improvement Grant-Year 3			Mental Health	Adult	AMH	MH983	MH983		-	-
Total Mental Health Discretionary Grants Funding									125,891	125,891
Mental Health Proviso Projects Funding										
ME Stewart-Marchman Behavioral Healthcare	387	108850	Mental Health	Adult	AMH	MH011	MH011		-	-
ME Stewart-Marchman Behavioral Healthcare - Carry Forward	387	108850	Mental Health	Adult	AMH	MH011	MH011-CF	Carry Forward	-	-
ME MH LifeStream Central Receiving System-Citrus County	378	100778	Mental Health	Adult	AMH	MH035	MH035		-	-
ME Clay Behavioral Health-Crisis Prevention	378	100778	Mental Health	Adult	AMH	MH089	MH089		-	-
ME Clay Behavioral Health Center - Crisis Prevention - Carry Forward	378	100778	Mental Health	Adult	AMH	MH089	MH089-CF	Carry Forward	-	-
ME MH Academy at Glengary Workforce Jobs	378	100778	Mental Health	Adult	AMH	MH100	MH100		-	-
ME MH Forensic Residential Stepdown - Carry Forward	378	100778	Mental Health	Adult	AMH	MH100	MH100-CF	Carry Forward	-	-
ME MH Flagler Brave Program	378	100778	Mental Health	Child	CMH	MHBRV	MHBRV		-	-
ME MH Flagler Brave Program - Carry Forward	378	100778	Mental Health	Child	CMH	MHBRV	MHBRV-CF	Carry Forward	-	-
ME MH Flagler Health Center Receiving System–St. John - Adult - Carry Forward	372	100778	Mental Health	Adult	AMH	MHFHR	MHFHR-A-CF	Carry Forward	-	-
ME MH Flagler Health Center Receiving System–St. John - Child - Carry Forward	372	100778	Mental Health	Child	CMH	MHFHR	MHFHR-C-CF	Carry Forward	-	-
ME MH Here Tomorrow Outpatient MH Services	378	100778	Mental Health	Adult	AMH	MHHTO	MHHTO		-	-
ME LifeStream Center	378	100778	Mental Health	Adult	AMH	MHS50	MHS50		-	-
ME LifeStream Center - Carry Forward	378	100778	Mental Health	Adult	AMH	MHS50	MHS50-CF	Carry Forward	-	-
ME MH EI-Beth-EI Development Center Youth Crime	378	100778	Mental Health	Child	CMH	MH111	MH111		-	-
ME MH EI-Beth-EI Development Center Youth Crime	378	100778	Mental Health	Child	CMH	MH111	MH111-CF	Carry Forward	-	-
ME MH LJD Jewish Family & Community Services - Mental Health	378	100778	Mental Health	Child	CMH	MH117	MH117		-	-
Marion County Law Enforcement Co-Responder Program	378	100778	Mental Health	Adult	AMH	MH069	MH069		-	-
ME MH NAMI Jacksonville - Family and Peer Support	378	100778	Mental Health	Child	CMH	MH120	MH120		-	-
ME NW Behavioral Health Services - Training Trauma Now	378	100778	Mental Health	Adult	AMH	MH048	MH048		-	-
Total Mental Health Proviso Projects Funding									-	-
Mental Health Targeted Services Funding										
ME MH Purchase of Residential Treatment Services for Emotionally Disturbed Children and Youth	381	102780	Mental Health	Child	CMH	MH071	MH071		-	-
ME MH Community Forensic Beds	373	100610	Mental Health	Adult	AMH	MH072	MH072		-	-
ME MH Community Forensic Beds - Carry Forward	373	100610	Mental Health	Adult	AMH	MH072	MH072-CF	Carry Forward	-	-
ME MH Indigent Psychiatric Medication Program	380	101350	Mental Health	Adult	AMH	MH076	MH076		-	-

LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
FUNDING DETAIL

Provider Name: Alachua County Board of County Commissioners

Effective: 7/1/2025

Amend. #: N/A

Contract #: FL020

Retroactive to:

Other Cost Accumulators Title	Line #	GAA Category	Program	Age Group	Program Code	Parent Other Cost Accumulators (OCA)	Other Cost Accumulators (OCA)	Carry Forward	Total	The Amount of Non-Recurring Funds included in Total Amount
ME MH Indigent Psychiatric Medication Program - Carry Forward	380	101350	Mental Health	Adult	AMH	MH076	MH076-CF	Carry Forward	-	-
ME MH BNET (Behavioral Health Network)	373	100610	Mental Health	Child	CMH	MH0BN	MH0BN		-	-
ME MH Care Coordination Direct Client Services - Adult	373	100610	Mental Health	Adult	AMH	MH0CN	MHACN		-	-
ME MH Care Coordination Direct Client Services - Adult - Carry Forward	373	100610	Mental Health	Adult	AMH	MH0CN	MHACN-CF	Carry Forward	-	-
ME MH Care Coordination Direct Client Services - Child	373	100610	Mental Health	Child	CMH	MH0CN	MHCCN		-	-
ME SA Care Coordination Direct Client Services - Child - Carry Forward	373	100610	Mental Health	Child	CMH	MH0CN	MHCCN-CF	Carry Forward	-	-
ME Community Forensic Multidisciplinary Teams	373	100610	Mental Health	Adult	AMH	MH0FH	MH0FH		-	-
ME Community Forensic Multidisciplinary Teams - Carry Forward	373	100610	Mental Health	Adult	AMH	MH0FH	MH0FH-CF	Carry Forward	-	-
ME FACT Medicaid Ineligible	387	108850	Mental Health	Adult	AMH	MH0FT	MH0FT		-	-
ME FACT Medicaid Ineligible - Carry Forward	387	108850	Mental Health	Adult	AMH	MH0FT	MH0FT-CF	Carry Forward	-	-
ME MH PATH Grant	373	100610	Mental Health	Adult	AMH	MH0PG	MH0PG		-	-
ME MH Temporary Assistance for Needy Families (TANF)	373	100610	Mental Health	Adult	AMH	MH0TB	MH0TB		-	-
ME Expanding 211 Call Vol & Coordination Initiative	373	100610	Mental Health	Adult	AMH	MH211	MH211		-	-
ME Expanding 211 Call Vol & Coordination Initiative - Carry Forward	373	100610	Mental Health	Adult	AMH	MH211	MH211-CF	Carry Forward	-	-
ME MH Community Action Treatment (CAT) Teams	372/373	100425/100610	Mental Health	Child	CMH	MHCAT	MHCAT		-	-
ME MH Community Action Treatment (CAT) Teams - Carry Forward	372/373	100425/100610	Mental Health	Child	CMH	MHCAT	MHCAT-CF	Carry Forward	-	-
ME Disability Rights Florida Mental Health	373	100610	Mental Health	Adult	AMH	MHDRF	MHDRF		-	-
ME Disability Rights Florida Mental Health - Carry Forward	373	100610	Mental Health	Adult	AMH	MHDRF	MHDRF-CF	Carry Forward	-	-
ME MH Evidence Based Practice Team	373	100610	Mental Health	Child	CMH	MHEBP	MHEBP		-	-
ME MH Evidence Based Practice Team - Carry Forward	373	100610	Mental Health	Child	CMH	MHEBP	MHEBP-CF	Carry Forward	-	-
ME MH Early Diversion of Forensic Individuals	373	100610	Mental Health	Adult	AMH	MHEDT	MHEDT		-	-
ME MH Early Diversion of Forensic Individuals - Carry Forward	373	100610	Mental Health	Adult	AMH	MHEDT	MHEDT-CF	Carry Forward	-	-
ME MH Supported Employment Services	373	100610	Mental Health	Adult	AMH	MHEMP	MHEMP		-	-
ME MH Behavioral Health Clinic	377	100778	Mental Health	Adult	AMH	MHIBH	MHIBH		-	-
ME MH Mobile Crisis Teams	373	100610	Mental Health	Child	CMH	MHMCT	MHMCT		428,272	-
ME MH Mobile Crisis Teams - Carry Forward	373	100610	Mental Health	Child	CMH	MHMCT	MHMCT-CF	Carry Forward	-	-
MH ME Other Multidisciplinary Team	373	100610	Mental Health	Adult	AMH	MHMDT	MHMDT		-	-
MH ME Other Multidisciplinary Team - Carry Forward	373	100610	Mental Health	Adult	AMH	MHMDT	MHMDT-CF	Carry Forward	-	-
ME Mental Health Crisis Beds	372	100610	Mental Health	Child	CMH	MHOCB	MHOCB		-	-
ME MH 988 Suicide and Crisis Lifeline Sustainment	372	100610	Mental Health	Adult	AMH	MHSCL	MHSCL		737,300	-
ME Centralized Receiving Systems	376	100621	Mental Health	Adult	AMH	MHSCR	MHSCR		-	-
ME Centralized Receiving Systems - Carry Forward	370/364B	100621	Mental Health	Adult	AMH	MHSCR	MHSCR-CF	Carry Forward	-	-
ME Sunrise / Sunset Beds Pilot	378	100610	Mental Health	Adult	AMH	MHSUN	MHSUN		-	-
ME Sunrise / Sunset Beds Pilot - Carry Forward	378	100610	Mental Health	Adult	AMH	MHSUN	MHSUN-CF	Carry Forward	-	-
ME MH Telehealth Behavioral Health Services	378	100778	Mental Health	Child	CMH	MHTLH	MHTLH		-	-
ME MH Telehealth Behavioral Health Services - Carry Forward	378	100778	Mental Health	Child	CMH	MHTLH	MHTLH-CF	Carry Forward	-	-
ME Transitions Vouchers Mental Health	373	100610	Mental Health	Adult	AMH	MHTRV	MHTRV		-	-
ME Transitions Vouchers Mental Health - Carry Forward	373	100610	Mental Health	Adult	AMH	MHTRV	MHTRV-CF	Carry Forward	-	-
Total Mental Health Targeted Services Funding									1,165,571	-
Subtotal Mental Health									1,291,462	125,891
Substance Abuse - Budget Entity - 60910604										
Substance Abuse Core Services										
ME Substance Abuse Services and Support - Adult	375/377	100618/100777	Substance Abuse	Adult	ASA	MS000	MSA00		304,441	-
ME Substance Abuse Services and Support - Adult - Carry Forward	375/377	100618/100777	Substance Abuse	Adult	ASA	MS000	MSA00-CF	Carry Forward	-	-
ME Substance Abuse Services and Support - Child	375/377	100618/100777	Substance Abuse	Child	CSA	MS000	MSC00		-	-
ME Substance Abuse Services and Support - Child - Carry Forward	375/377	100618/100777	Substance Abuse	Child	CSA	MS000	MSC00-CF	Carry Forward	-	-
ME SA HIV Services - Adult	375	100618	Substance Abuse	Adult	ASA	MS023	MSA23		-	-
ME SA HIV Services - Child	375	100618	Substance Abuse	Child	CSA	MS023	MSC23		-	-
ME SA Prevention Services - Adult	375	100618	Substance Abuse	Adult	ASA	MS025	MSA25		-	-
ME SA Prevention Services - Child	375	100618	Substance Abuse	Child	CSA	MS025	MSC25		-	-

Provider Name: Alachua County Board of County Commissioners

Effective: 7/1/2025

Amend. #: N/A

Contract #: FL020

Retroactive to:

Other Cost Accumulators Title	Line #	GAA Category	Program	Age Group	Program Code	Parent Other Cost Accumulators (OCA)	Other Cost Accumulators (OCA)	Carry Forward	Total	The Amount of Non-Recurring Funds included in Total Amount
ME SA St. Johns County Sheriff's Office-Detox Program	375	100618	Substance Abuse	Adult	ASA	MS907	MS907		-	-
ME SA State Funded Federal Excluded Services	375	100618	Substance Abuse	Adult	ASA	MSSFP	MSSFP		-	-
Total Core Services Funding									304,441	-
Substance Abuse Discretionary Grants										
ME SA Prevention Partnership Program	375	100618	Substance Abuse	Child	CSA	MS0PP	MS0PP		-	-
ME State Opioid Response Grant - Rec Comm - Year 6 NCE	374	100618	Substance Abuse	Adult	ASA	MSCN6	MSCN6		-	-
ME State Opioid Response Disc - Rec Comm Org - Year 7	374	100618	Substance Abuse	Adult	ASA	MSRC7	MSRC7		-	-
ME State Opioid Response Disc - Rec Comm Org - Year 8	374	100618	Substance Abuse	Adult	ASA	MSRC8	MSRC8		-	-
ME State Opioid Response Grant - MAT - Year 6 NCE	374	100618	Substance Abuse	Adult	ASA	MSMN6	MSMN6		-	-
ME State Opioid Response SVCS-MAT - Year 7	374	100618	Substance Abuse	Adult	ASA	MSSM7	MSSM7		-	-
ME State Opioid Response SVCS-MAT - Year 8	374	100618	Substance Abuse	Adult	ASA	MSSM8	MSSM8		-	-
ME State Opioid Response Grant - Prevent - Year 6 NCE	374	100618	Substance Abuse	Child	CSA	MSPN6	MSPN6		-	-
ME State Opioid Response Disc Grant SVCS-Prevention - Year 7	374	100618	Substance Abuse	Child	CSA	MSSP7	MSSP7		-	-
ME State Opioid Response Disc Grant SVCS-Prevention - Year 8	374	100618	Substance Abuse	Child	CSA	MSSP8	MSSP8		-	-
Total Discretionary Grants Funding									-	-
Substance Abuse Proviso Projects										
ME SA Gateway Community Services-Saving Lives Project	378	100778	Substance Abuse	Adult	ASA	MS916	MS916		-	-
ME SA St. Johns Epic Recovery Center-Women's Residential Bed	378	100778	Substance Abuse	Adult	ASA	MS918	MS918		-	-
Aware Recovery Care - Rural Florida Substance Use Disorder Initiative	378	100778	Substance Abuse	Adult	ASA	MS100	MS100		-	-
ME SA SMA Healthcare - Residential SA Re-Entry Program	377	100778	Substance Abuse	Adult	ASA	MS110	MS110		-	-
ME SA SMA Healthcare - Residential SA Re-Entry Program - Carry Forward	377	100778	Substance Abuse	Adult	ASA	MS110	MS110-CF	Carry Forward	-	-
Total Proviso Projects Funding									-	-
Substance Abuse Targeted Services										
ME Expanded SA Services for Pregnant Women, Mothers and Their Families	375	100618	Substance Abuse	Adult	ASA	MS081	MS081		-	-
ME SA Family Intensive Treatment (FIT)	375	100618	Substance Abuse	Adult	ASA	MS091	MS091		-	-
ME SA Family Intensive Treatment (FIT) - Carry Forward	375	100618	Substance Abuse	Adult	ASA	MS091	MS091-CF	Carry Forward	-	-
ME SA Family Intensive Treatment (FIT) - Expansion	375	100618	Substance Abuse	Adult	ASA	MS091	MS091-X		-	-
ME SA Care Coordination Direct Client Services - Adult	375	100618	Substance Abuse	Adult	ASA	MS0CN	MSACN		-	-
ME SA Care Coordination Direct Client Services - Adult - Carry Forward	375	100618	Substance Abuse	Adult	ASA	MS0CN	MSACN-CF	Carry Forward	-	-
ME SA Care Coordination Direct Client Services - Child	375	100618	Substance Abuse	Child	CSA	MS0CN	MSCCN		-	-
ME SA Care Coordination Direct Client Services - Child - Carry Forward	375	100618	Substance Abuse	Child	CSA	MS0CN	MSCCN-CF	Carry Forward	-	-
ME SA Temporary Assistance for Needy Families (TANF) - Adult	375	100618	Substance Abuse	Adult	ASA	MS0TB	MSATB		-	-
ME SA Temporary Assistance for Needy Families (TANF) - Child	375	100618	Substance Abuse	Child	CSA	MS0TB	MSCTB		-	-
ME SA Community Based Services	375	100618	Substance Abuse	Adult	ASA	MSCBS	MSCBS		213,045	-
ME SA Community Based Services - Carry Forward	375	100618	Substance Abuse	Adult	ASA	MSCBS	MSCBS-CF	Carry Forward	-	-
ME Opioid TF Coord Opioid Recovery Care	375	100618	Substance Abuse	Adult	ASA	MSOCR	MSOCR		-	-
ME Opioid TF Hospital Bridge Programs	375	100618	Substance Abuse	Adult	ASA	MSOHB	MSOHB		-	-
ME Opioid TF Non-Qualified Counties	375	100618	Substance Abuse	Adult	ASA	MSONQ	MSONQ		-	-
ME Opioid TF Peer Supports and Recovery Comm Org	375	100618	Substance Abuse	Adult	ASA	MSOPR	MSOPR		-	-
ME Opioid TF Recovery Housing	374	100618	Substance Abuse	Adult	ASA	MSORH	MSORH		-	-
ME Opioid TF Treatment and Recovery	375	100618	Substance Abuse	Adult	ASA	MSOTR	MSOTR		-	-
ME SA 988 Suicide and Crisis Lifeline Sustainment	374	100618	Substance Abuse	Adult	ASA	MSSCL	MSSCL		249,550	
ME Transitions Vouchers Substance Abuse	375	100618	Substance Abuse	Adult	ASA	MSTRV	MSTRV		-	-
ME Transitions Vouchers Substance Abuse - Carry Forward	375	100618	Substance Abuse	Adult	ASA	MSTRV	MSTRV-CF	Carry Forward	-	-
Total Targeted Services Funding									462,595	-
Subtotal Substance Abuse									767,036	-
Total All Fund Sources									2,058,498	125,891
*The provider may utilize funds between Adult and Child programs for eligible OCAs, at the approval of LSFHS.										

**LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
COVERED SERVICE RATES BY PROGRAM**

Exhibit L

Alachua County Board of County Commissioners

Provider Name: _____ Effective: 7/1/2025 Amend. #: N/A

Contract No.: FL020 Retroactive to: _____

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				
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	\$63.14	\$63.14	\$63.14	
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				
14 Outpatient (Indiv.)	Direct Staff Hour				
15 Outreach	Non-Direct Staff Hour	\$47.79	\$47.79		
18 Residential I	Day (24 hour)				
18 Residential I [Forensic]	Forensic Day (24 hour)				
19 Residential II	Day (24 hour)		\$193.52		
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 [Forensic]	Forensic Day (24 hour)				
21 Residential IV	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				

**LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
COVERED SERVICE RATES BY PROGRAM**

Alachua County Board of County Commissioners

Provider Name: _____ Effective: 7/1/2025 Amend. #: N/A
 Contract No.: FL020 Retroactive to: _____

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
28 Incidental Expenses	Dollar Spent		\$1.00	\$1.00	
28 Incidental Expenses [FSPT]	FSPT Dollar Spent				
28 Incidental Expenses [Uncontracted]	Dollar Spent				
29 Aftercare (Indiv.)	Direct Staff Hour		\$73.49		
30 Information and Referral	Direct Staff Hour	\$35.79	\$35.79		
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)				
37 R&B with Sup. II	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 Enhanced 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)				
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				

**LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
COVERED SERVICE RATES BY PROGRAM**

Alachua County Board of County Commissioners

Provider Name: _____ Effective: 7/1/2025 Amend. #: N/A

Contract No.: FL020 Retroactive to: _____

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
50 Prevention – Universal Direct	Non-Direct Staff Hour				
51 Prevention – Universal Indirect	Non-Direct Staff Hour				
52 Care Coordination	Direct Staff Hour				
53 HIV Early Intervention Services	Direct Staff Hour				
54 Room and Board with Supervision Level IV	Day (24 hour)				
A0 Forensic Multidisciplinary Team [Weekly]	Weekly Census Rate per client				
A1 BNET	Monthly Census Rate per client				
A2 FIT Team	Monthly Census Rate per client				
A3 Central Receiving System [Assessment - Enhanced Rate]	Direct Staff Hour				
A3 Central Receiving System [Medical Services - Enhanced Rate]	Direct Staff Hour				
A3 Central Receiving System [Outpatient Indv. - Enhanced Rate]	Direct Staff Hour				
A4 Care Coordination [Supportive Housing/Living - Monthly]	Monthly Census Rate per client				
A5 First Episode Team	Monthly Census Rate per client				
A6 Self-Directed Care	Monthly Census Rate per client				
A7 Federal Project Grant	Monthly Fixed Rate				
A7 Federal Project Grant [MAT - Buprenorphine]	Dosage				
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 Buprenorphine]	Weekly Census Rate per client				
A7 Federal Project Grant [MAT - Multiple Tablets Dispensed]	Dosage				
A7 Federal Project Grant [MAT - Sublocade]	Sublocade Dosage				
A7 Federal Project Grant [MAT - Brixadi - Weekly]	Brixadi Dosage				
A7 Federal Project Grant [MAT - Brixadi - Monthly]	Brixadi Dosage				
A8 Local Diversion Forensic Project	Daily Bed Availability Rate				
A9 Disaster Behavioral Health	Monthly Fixed Rate				
B1 Network Eval. & Dvlpmt.	Dollar Spent				
B2 Transition Voucher [Supportive Housing/Living - Monthly]	Monthly Census Rate per client				
B3 Cost Reimbursement	Dollar Spent				
B4 CAT Team	Monthly Census Rate per client				
B5 FACT Team	Weekly Census Rate per client				
B6 Provider Proviso Projects	Monthly Fixed Rate				
B6 Provider Proviso Projects [Transitional Beds]	Daily Bed Availability Rate				

**LSF HEALTH SYSTEMS
MENTAL HEALTH AND SUBSTANCE ABUSE
COVERED SERVICE RATES BY PROGRAM**

Exhibit L

Alachua County Board of County Commissioners

Provider Name: _____ Effective: 7/1/2025 Amend. #: N/A
 Contract No.: FL020 Retroactive to: _____

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
B7 Wraparound	Monthly Fixed Rate				
B7 Wraparound Projects [Case Management - Wraparound Clients]	Daily Rate per client served				
B8 FFPSA Training Projects	Monthly Fixed Rate				
B9 Intermediate Level FACT (FACT-I) Teams	Weekly Census Rate per client				
C0 Other Bundled Projects	Monthly Fixed Rate				
C0 Other Bundled Projects [MAT - Weekly]	Weekly Census Rate per client				
C0 Other Bundled Projects [Drop-In/Self Help Centers - Daily]	Day (24 hour)				
C0 Other Bundled Projects [RTH]	Daily Bed Availability Rate				
C0 Other Bundled Projects [Residential Enhanced Rate]	Day (24 hour)				
C0 Other Bundled Projects [MAT - Brixadi - Weekly]	Brixadi Dosage				
C0 Other Bundled Projects [MAT - Brixadi - Monthly]	Brixadi Dosage				
C0 Other Bundled Projects [MAT - Duval]	Dosage				
C0 Other Bundled Projects [MAT - Multiple Tablets Dispensed]	Dosage				
C0 Other Bundled Projects [MAT – Sublocade]	Sublocade Dosage				
C0 Other Bundled Projects [MAT - Buprenorphine]	Dosage				
C1 Sustainability Payment for Emergency Response	Monthly Fixed Rate				
C2 Community Action Treatment (CAT) Teams for Ages 0-10	Monthly Census Rate per client				
C3 Family Well-Being Treatment Teams	Monthly Census Rate per client				

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
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	Federal Grant 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

EXHIBITS and INCORPORATED DOCUMENTS

APPENDIX A

Incorporated Document	34	Transitional Voucher
Incorporated Document	36	Recovery Management Practices
Incorporated Document	43	Mobile Response Team (MRT)
Incorporated Document	51	988 Implementation
Incorporated Document	54	Opioid Settlement Trust Funds
Incorporated Document	57	Incident Reporting and Analysis System (IRAS) and Continuous Quality Improvement

****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

APPENDIX B

Requirement	Primary Contract Component	Reference
Civil Rights Compliance Checklist	LSF Standard Contract	4.1.1.3.
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.5.k.

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

[illegible]

****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.***

Negotiated Performance Measure Targets

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

Type of Contract Document	#	Description	Performance Measure	Minimum Annual Number of Unduplicated Persons Served	Minimum Number of Client Specific Services	Minimum Annual Number of Positions
Incorporated Document	31	Care Coordination	As referenced in the Incorporated Document	TBD	N/A	TBD
Incorporated Document	43	Mobile Response Team (MRT)	As referenced in the Incorporated Document	237	N/A	As referenced in the Incorporated Document

**All Performance Measures are subject to revision. The Managing Entity may update this document 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.*