

LUTHERAN SERVICES FLORIDA STANDARD CONTRACT

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

1. **Purpose.** The Managing Entity is engaging the Network Service Provider for the purpose of behavioral health services, as further described in Attachment I hereto. The Network Service Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the Network Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Managing Entity. Unless otherwise provided in the procurement document, if any, or governing law, the Managing Entity reserves the right to add services that are incidental or complimentary to the original scope of services.
2. **Effective and Ending Dates.** This contract shall be effective on _____. The performance period under this contract shall commence on _____ or the effective date of this contract, whichever is later, and shall end at midnight, Eastern time, on _____, subject to the survival of terms provisions of Section 34 hereof.
3. **Payment for Services.** The Managing Entity shall pay for contracted services performed by the Network Service Provider on and after the effective date of this contract according to the terms and conditions of this contract of an amount not to exceed _____ or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Network Service Provider. The Managing Entity's performance and obligation to pay under this contract is contingent upon the award and contract from the State of Florida which is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.
4. **Contract Document.** The Network Service Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, Attachment I, Attachment II, [Attachment III](#), and Attachment ~~III~~IV, and any Exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this contract. Sections 1.d., 2-4, 6, 8-13, 20, 23, 27, and 31 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
5. **Compliance with Statutes, Rules, and Regulations.** In performing its obligations under this contract, the Network Service Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this contract as they may be enacted or amended from time-to-time, including but not limited to, those described in Section 36 of this contract.
6. **Official Payee and Party Representatives.** Upon change of representatives (names, addresses, telephone numbers, or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

<p>a. The name address, and telephone number of the Network Service Provider shown above and the official payee to whom the payments shall be made are:</p> <p>Name: _____</p> <p>Address: _____</p> <p>City: State: Zip Code:</p> <p>Phone/Ext: _____</p> <p>b. The name address, telephone number, and e-mail address where financial and administrative records are maintained:</p> <p>Name: _____</p> <p>Address: _____</p> <p>City: State: Zip Code:</p> <p>Phone/Ext: _____</p> <p>E-mail: _____</p>	<p>c. The name, address, and telephone number of the Network Manager for the Managing Entity for this contract:</p> <p>Name: _____</p> <p>Address: 10450 San Jose Blvd; Ste A</p> <p>City: Jacksonville State: FL Zip Code: 32257</p> <p>Phone/Ext: _____</p> <p>d. The name, address, telephone number, and e-mail address of the representative of the Network Service Provider responsible for administration of the program under this contract:</p> <p>Name: _____</p> <p>Address: _____</p> <p>City: State: Zip Code:</p> <p>Phone/Ext: _____</p> <p>E-mail: _____</p>
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7. **Inspections and Corrective Action.** The Network Service Provider shall permit all persons who are duly authorized by the Managing Entity and/or the Department of Children and Families, hereinafter referred to as "the Department", to inspect and copy any records, papers, documents, facilities, goods and services of the Network Service Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Network Service Provider to assure the Managing Entity of the satisfactory performance of the terms and conditions of this contract. Following such review, the Managing Entity shall deliver to the Network Service Provider a written report of its findings, and may direct the development, by the Network Service Provider, of a corrective action plan where appropriate. The Network Service Provider hereby agrees to timely correct all deficiencies identified in the Managing Entity's written report. This provision shall not limit the Managing Entity's termination rights under Section 30.

8. Independent Contractor, Subcontracting, and Assignments.

- a. In performing its obligations under this contract, the Network Service Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the Managing Entity or the State of Florida. Neither the Network Service Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Managing Entity or the Department by virtue of this contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Network Service Provider and its subcontractors shall be responsible for the supervision, control, hiring and terminating, rates of pay and terms and conditions of employment of their own employees.
- b. The Network Service Provider shall take such actions as may be necessary to ensure that it, and each subcontractor of the Network Service Provider, shall be deemed to be an independent contractor and shall not be considered or permitted to be an officer, employee, or agent of the Managing Entity or the State of Florida. The Managing Entity shall not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Network Service Provider, or its subcontractor or assignee, unless specifically agreed to by the Managing Entity in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Network Service Provider, the Network Service Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Network Service Provider.
- c. The Network Service Provider shall not assign the responsibility for this contract to another party without prior written approval of the Managing Entity, upon the Managing Entity's sole determination that such assignment shall not adversely affect the public interest; however, in no event may the Network Service Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Network Service Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Managing Entity shall be null and void. The Network Service Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Managing Entity, which shall not be unreasonably withheld.
- d. The Managing Entity shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another Network Service Provider of the Managing Entity's selection or an eligible provider outside the network, upon giving prior written notice to the Network Service Provider. In the event the Managing Entity approves transfer of the Network Service Provider's obligations, the Network Service Provider remains responsible for all work performed and all expenses incurred in connection with the contract up to the point of transfer. This contract shall remain binding upon the lawful successors in interest of the Network Service Provider and the Managing Entity.
- e. To the extent permitted by Florida Law, and in compliance with Section 8.c., the Network Service Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Network Service Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Network Service Provider further agrees that the Managing Entity shall not be liable to the subcontractor in any way or for any reason relating to this contract.
- f. The Network Service Provider shall include in all subcontracts (at any tier), the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.
- g. To the extent that a subcontract provides for payment after Network Service Provider's receipt of payment from the Managing Entity the Network Service Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Managing Entity in accordance with §287.0585, Florida Statutes (Fla. Stat.), unless otherwise stated in the contract between the Network Service Provider and subcontractor. Failure to pay within seven (7) working days shall result in a penalty that shall be charged against the Network Service Provider and paid by the Network Service Provider to the subcontractor in the amount of one-half of one percent (.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

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

- a. If the Network Service Provider removes an infringing product because it is not reasonably able to modify that product or secure the Managing Entity the right to continue to use that product, the Network Service Provider shall immediately replace that product with a non-infringing product that the Managing Entity determines to be of equal or better functionality or be liable for the Managing Entity's cost in so doing.
- b. Further, the Network Service Provider shall indemnify the Managing Entity for all costs and attorney's fees arising from or relating to Network Service Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Network Service Provider's redaction of the record, as provided for under Section 26.c., including litigation initiated by the Managing Entity.

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

10. **Insurance.** The Network Service Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. The Network Service Provider shall procure and maintain insurance coverage and limits as identified and set forth in Attachment I, Insurance Requirements. Upon the execution of this contract, the Network Service Provider shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Managing Entity reserves the right to require additional insurance as specified in this contract.

11. **Notice of Legal Actions.** The Network Service Provider shall notify the Managing Entity of legal actions taken against them or potential actions such as lawsuits related to services provided through this contract or that may impact the Network Service Provider's ability to deliver the contractual services, or adversely impact the Managing Entity or the Department. The Managing Entity's Network Manager shall be notified within ten (10) days of Network Service Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.
12. **Client Risk Prevention.** If services to clients are to be provided under this contract, the Network Service Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in Department of Children and Families Operating Procedure (CFOP) 215-6 in the manner prescribed in CFOP 215-6. The Network Service Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (800-96ABUSE). As required by Chapters 39 and 415, Fla. Stat., this provision is binding upon both the Network Service Provider and its employees.
13. **Emergency Preparedness Plan.** If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Network Service Provider shall, within thirty (30) days of the execution of this contract, submit to the Network Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that shall allow the Network Service Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.
- For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.
 - 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 thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Managing Entity may exercise oversight authority over such Network Service Provider in order to assure implementation of agreed emergency relief provisions.
14. **Intellectual Property.** It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Network Service Provider's performance under this contract, and the performance of all of its officers, agents, and subcontractors in relation to this contract, are works for hire for the benefit of the Managing Entity, fully compensated for by the contract amount, and that neither the Network Service Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Managing Entity shall have exclusive rights to all data processing software falling within the terms of §119.084, Fla. Stat., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Network Service Provider is a university and a member of the State University System of Florida, then §1004.23, Fla. Stat., shall apply.
- If the Network Service Provider uses or delivers to the Managing Entity for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term "use" shall include use by the Network Service Provider during the term of this contract and use by the Managing Entity its employees, agents or contractors during the term of this contract and perpetually thereafter.
 - All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Network Service Provider or one of its subcontractors is a university and a member of the State University System of Florida, then §1004.23, Fla. Stat., shall apply, but the Managing Entity shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.
15. **Real Property.** Any state funds provided for the purchase of or improvements to real property are contingent upon the Network Service Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Network Service Provider agrees that, if it disposes of the property before the Managing Entity's interest is vacated, the Network Service Provider shall refund the proportionate share of the state's initial investment, as adjusted by depreciation.
16. **Publicity.**
- Without limitation, the Network Service Provider and its employees, agents, and representatives shall not, without prior Managing Entity written consent in each instance, use in advertising, publicity or any other promotional endeavor any Lutheran Service Florida Inc., or LSF Health Systems LLC., mark, the name of the Managing Entity mark, the name of the Managing Entity or affiliate or any officer or employee of the Managing Entity, or represent, directly or indirectly, that any product or service provided by the Network Service Provider has been approved or endorsed by the Managing Entity, or refer to the existence of this contract in press releases, advertising or materials distributed to the Network Service Provider's prospective customers.
 - Without limitation, the Network Service Provider and its employees, agents, and representatives shall not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any Department of Children and Families mark, the name of the State's mark, the name of the State or any state agency or affiliate or any officer or employee of the State, or any state program or service, or represent, directly or indirectly, that any product or service provided by the Network Service Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Network Service Provider's prospective customers.
17. **Sponsorship.** As required by §286.25, Fla. Stat., if the Network Service Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Network Service Provider's name), LSF Health Systems LLC, and State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "LSF Health Systems LLC, 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.

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

19. **Invoices.** The Network Service Provider shall submit bills 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 invoices and data no later than the tenth (10th) of each month following the month of when the services were rendered. The Network Service Provider shall be responsible for an administrative fee not to exceed five percent (5%). The administrative cost, as specified in the Attachment I, shall be withheld through a monthly reduction from the Network Service Provider's request for payment.

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

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

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

23. **Payment on Invoices.** Pursuant to §215.422, Fla. Stat., the Managing Entity has five (5) working days to inspect and approve goods and services unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice received by the Managing Entity or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, Fla. Stat., shall be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties shall be calculated at the daily interest rate of .03333%. Invoices returned to a Network Service Provider due to preparation errors shall result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar shall not be paid unless the Network Service Provider requests payment. Payment shall be made only upon written acceptance by the Managing Entity and shall remain subject to subsequent audit or review to confirm contract compliance. The Managing Entity shall pay the Network Service Provider for services properly performed hereunder in accordance with the terms and conditions of Attachment I, Method of Payment. All payments by the Managing Entity to Network Service Provider are expressly and unequivocally contingent upon and subject to the Managing Entity's receipt of such payment from the Department of Children and Families.

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

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

- a. 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.
- b. 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.
- c. Upon demand, at no additional cost to the Managing Entity and/or the Department, the Network Service Provider shall facilitate the duplication and transfer of any records or documents during the term of this contract and the required retention period in Section 25.b.
- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Managing Entity and/or the Department.
- e. 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 45 CFR, Section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Network Service Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Managing Entity as specified in this contract and in Attachment III.

- g. The Network Service Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, Fla. Stat.).
- h. No record may be withheld nor may the Network Service Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

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

- a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Fla. Stat. Any claim by Network Service Provider of trade secret (proprietary) confidentiality for any information contained in Network Service Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with this contract shall be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.
- b. The Network Service Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling shall include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Network Service Provider shall include information correlating the nature of the claims to the particular protected information.
- c. The Managing Entity and the Department, when required to comply with a public records request including documents submitted by the Network Service Provider, may require the Network Service Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Network Service Provider fails to promptly submit a redacted copy, the Managing Entity is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- d. The Network Service Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

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

28. Data Security. The Network Service Provider shall comply with the following data security requirements:

- a. An appropriately skilled individual shall be identified by the Network Service Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Managing Entity's security staff and shall maintain an appropriate level of data security for the information the Network Service Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Network Service Provider employees that request or have access to any Managing Entity and/or Departmental data systems or information. The Data Security Officer shall ensure that user access to the data systems or information has been removed from all terminated Network Service Provider employees.
- b. The Network Service Provider shall provide the latest Departmental Security Awareness Training to its staff and subcontractors who have access to departmental information upon hire and repeated on an annual basis.
- c. All Network Service Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement Form CF 0114 annually. A copy of Form CF 0114 may be obtained from the Network Manager.
- d. The Network Service Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Network Service Provider shall assure that unencrypted personal and confidential departmental data shall not be stored on unencrypted storage devices. The Network Service Provider shall require the same of all subcontractors.
- e. The Network Service Provider agrees to notify the Network Manager as soon as possible, but no later than three (3) working days following the determination of any breach or potential breach of personal and confidential departmental data. The Network Service Provider shall require the same notification requirements of all subcontractors.
- f. The Network Service Provider shall at its own cost provide notice to affected parties no later than thirty (30) days following the determination of any potential breach of personal or confidential departmental data and comply with all other provisions outlined in §501.171, Florida Statutes. The Network Service Provider shall require the same notification requirements of all subcontractors. 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 a breach or potential breach of personal and confidential departmental data.

29. Financial Penalties for Failure to Take Corrective Action.

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

- b. The increments of penalty imposition that shall apply, unless the Managing Entity determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
- d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment, the Managing Entity may deduct the amount of the penalty from invoices submitted by the Network Service Provider.

30. The Following Termination Provisions Apply to this Contract:

- a. In accordance with Section 22 of PUR 1000 Form, this contract may be terminated by the Managing Entity without cause upon no less than thirty (30) calendar days' notice in writing to the Network Service Provider unless a sooner time is mutually agreed upon in writing.
- b. In the event funds for payment pursuant to this contract becomes unavailable, the Managing Entity may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. The Managing Entity shall be the final authority as to the availability and adequacy of funds.
- c. In the event the Network Service Provider fails to fully comply with the terms and conditions of this contract, the Managing Entity may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Network Service Provider after Network Service Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Managing Entity specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Managing Entity may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the contract. The Managing Entity's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Managing Entity's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Managing Entity's right to remedies at law or in equity.
- d. Failure to have performed any contractual obligations under any other contract with the Managing Entity in a manner satisfactory to the Managing Entity shall be a sufficient cause for termination. To be terminated as a Network Service Provider under this provision, the Network Service Provider must have: (1) previously failed to satisfactorily perform in a contract with the Managing Entity, been notified by the Managing Entity of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Managing Entity; or (2) had a contract terminated by the Managing Entity for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. All notices of termination provided under this Section shall be in writing and upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. All notices of termination provided under this Section shall be in writing and sent by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under Paragraphs a. or b., the Network Service Provider shall be compensated for any work satisfactorily completed.

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

32. Dispute Resolution. Any dispute concerning performance of the contract or payment hereunder shall be decided by the Managing Entity's Network Manager, who shall reduce the decision to writing and provide a copy to the Network Service Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Network Manager's decision, the Network Service Provider delivers to the Network Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Managing Entity and the Network Service Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Network Service Provider concerning this contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30.

33. Other Terms.

- a. Except where otherwise provided in this contract, communications between the parties regarding this contract may be by any commercially reasonable means. Where this contract calls for communication, in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.
- b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment here to, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

~~e. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subs. 946.515(2) and (4), F.S. For purposes of this contract, the Network Service Provider shall be deemed to be substituted for the Managing~~

~~Entity insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8450.~~

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

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

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

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

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

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

~~j.i.~~ Most Favored Party Status: The Network Service Provider represents and warrants that the prices and terms for its services under this contract are no less favorable to the Managing Entity than those for similar services under any existing contract with any other party. The Network Service Provider further agrees that within ninety (90) days of Network Service Provider entering into a contract, contract amendment or offering to any other party services similar to those under this contract under prices or terms more favorable than those provided in this contract, the Network Service Provider shall report such prices and terms to the Managing Entity, which prices or terms shall be effective as an amendment to this contract upon the Managing Entity's written acceptance thereof. Should the Managing Entity discover such other prices or terms, the same shall be effective as an amendment to this contract retroactively to the earlier of the effective date of this contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments, or offers) and any payment in excess of such pricing shall be deemed overpayments. Network Service Provider shall submit an affidavit no later than July 31st of each year during the term of this contract attesting that the Network Service Provider is in compliance with this provision, as required by § 216.0113, FS.

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

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

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

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

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

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

a. **Federal Law**

- i. If this contract contains federal funds, the Network Service Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 CFR, Part 74, 45 CFR, Part 92, and other applicable regulations.
- ii. If this contract contains \$10,000 or more of federal funds, the Network Service Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Managing Entity of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

iii. If this contract contains over \$100,000 of federal funds, the Network Service Provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations 40 CFR, Part 30. The Network Service Provider shall report any violations of the above to the Managing Entity.

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

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

vi. Unauthorized aliens shall not be employed. The Managing Entity shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and Section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Managing Entity. The Network Service Provider and its subcontractors shall enroll in and use the e-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this contract.

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

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

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

e. **Scrutinized Companies.** If this Contract is for an amount of \$1.1 million or more, the Managing Entity may terminate this contract at any time the Network Service Provider is found to have submitted a false certification under § 287.135, Fla. Stat., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

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

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

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

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

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

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

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

v. The Network Service Provider's Single Point of Contact shall ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by Network Service Providers and subcontractors. The approved Notices can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>

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

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

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

j. **Employment Screening.** The Network Service Provider shall ensure that all staff utilized by the Network Service Provider and its subcontractors that are required by Florida law to be screened in accordance with § 435, Fla. Stat., are of good moral character and meet the Level 2 Employment screening standards specified in §§ 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

- i. Employment history check;
- ii. Fingerprinting for all criminal record checks;
- iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- iv. Federal criminal records checks from the Federal Bureau of Investigations via the FDLE; and
- v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.

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

l. **Coordination of Contracted Services.** Section 287.0575, Fla. Stat. mandates various duties and responsibilities for certain state agencies and their contracted service providers and requires the following Florida health and human services agencies to coordinate their management of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs and Department of Veterans Affairs, where applicable. For the purposes of this disclosure, this contract shall be disclosed as a qualified contract based on the subcontractor relationship with the Department of Children and Families.

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

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

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

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

NETWORK SERVICE PROVIDER:

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

Signature: _____

Signature: _____

Print/Type:

Print/Type:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID# (or SNN): insert **Provider Fiscal Year Ending Date:** 06/30

ATTACHMENT I

A. Services to Be Provided

1. Definition of Terms

a. Contract Terms

Unless specifically defined in this contract, definitions for terms used in this document can be found in the **Department of Children and Families' Glossary of Contract Terms – Incorporated Document 1**, which is incorporated herein by reference and may be located at:

<http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities>

b. Program/Service Specific Terms

(1) 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.

(2) Behavioral Health Services. Substance Abuse and Mental Health (SAMH) Services defined pursuant to §394.9082(2)(a), Fla. Stat.

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

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

(4)(5) 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.

(5)(6) 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.

(6)(7) Continuous Quality Improvement (CQI). Internal and external improvements in service provision and administrative functions. These functions include the systematic ongoing process of improving performance, both in process and end of process indicators, in order to meet the valid requirements of Individuals Served. For purposes of this contract, CQI shall include quality assurance functions including, but not limited to, periodic internal review activities conducted by the Network Service Provider and external review activities conducted by the Managing Entity and the Department to assure that the agreed upon level of service is achieved and maintained by the Managing Entity and its Network Service Providers. CQI shall also include assessing compliance with contract requirements, state and federal law and associated administrative rules, regulations, and operating procedures, and, validating quality improvement systems and findings.

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

~~(8)~~**(9) 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.

~~(9)~~**(10) DCF PAM 155-2.** The Department of Children and Families, Pamphlet 155-2 - Mental Health and Substance Abuse Measurement and Data, effective October 2013 (Version 10.3), or the latest revised edition thereof is 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:

http://www.dcf.state.fl.us/programs/samh/pubs_reports.shtml

~~(10)~~**(11) Department.** Florida Department of Children and Families, unless otherwise stated.

~~(11)~~**(12) Electronic Health Record (EHR).** Defined pursuant to §408.051(2)(a), Fla. Stat.

~~(12)~~**(13) Evidence-Based Practice (EBP).** Defined pursuant to **Evidence-Based Practice Guidelines – Incorporated Document 2**, which is incorporated herein by reference, and ~~may be located at:~~ [is available online.](http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities)

<http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities>

~~(13)~~**(14) 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.

~~(14)~~**(15) Indigent Drug Program (IDP).** Provided pursuant to §394.676, Fla. Stat.

~~(15)~~**(16) 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).

~~(16)~~**(17) Juvenile Incompetent to Proceed (JITP).** "Child," "juvenile", or "youth" as defined in §985.03(6), Fla. Stat., deemed incompetent to proceed for accused crimes as specified in §985.19, Fla. Stat.

~~(17)~~**(18) Local Match (Matching).** Defined ~~pursuant to by §394.74; .76, Fla. Stat. and governed by~~ Rule 65E-14.005, F.A.C.

~~(18)~~**(19) Managing Entity.** Defined pursuant to §394.9082(2)(d), Fla. Stat.

~~(19)~~**(20) Mental Health Services.** Defined pursuant to §394.67(15), Fla. Stat.

~~(20)~~**(21) 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.

~~(21)~~**(22) Network Service Provider.** A direct service agency providing Substance Abuse or Mental Health Services that is under contract with the Managing Entity ~~as part of the SOC 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 includes the following elements:~~

(a) Prevention and early intervention;

(b) Emergency care;

- (c) Acute care;
- (d) Residential treatment;
- (e) Outpatient treatment;
- (f) Rehabilitation;
- (g) Supportive intervention;
- (h) Recovery support; and
- (i) Consumer support services.

~~(22)~~**(23) Operational Costs.** The allowable direct expenses incurred by a Network Service Provider in performing its contracted functions and delivering its contracted services.

~~(23)~~**(24) Payor Class.** Defined pursuant to §394.461(4)(b), Fla. Stat.

~~(24)~~**(25) 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.

~~(25)~~**(26) 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, the Network Service Provider's organizational profile, a detailed description of each program and cost center funded in the contract, the geographic service area, service capacity, staffing information, and client and target population to be served.

~~(26)~~**(27) Projects for Assistance in Transition from Homelessness (PATH).** A federal grant to support homeless individuals with mental illnesses, who may also have co-occurring substance abuse and mental health treatment needs.

~~(27)~~**(28) 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.

~~(28)~~**(29) 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.

(30) 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.

~~(29)~~**(31) Stakeholders.** Individuals or groups with an interest in the provision of treatment services for individuals with substance use, mental health, and co-occurring disorders in the county(ies) outlined in **Section A.2.a.(1)**, of this contract. This includes, but is not limited to, the key community constituents included in §394.9082(6)(f)5., Fla. Stat.

~~(30)~~**(32) Statewide Inpatient Psychiatric Programs (SIPP).** Residential inpatient facilities for children under age 18 to provide diagnostic and active treatment services in a secure setting. SIPP providers must be ~~under contract with~~licensed by the Agency for Health Care Administration (AHCA) under a Medicaid waiver authorized by Title XIX, Section 1915(b)(4) of the Social Security Act (42 U.S.C. 1396n); and, in accordance with Chapters 394, 408, and 409, Fla. Stat., and Rules 59G-4.120 and 65E-9.008(4), F.A.C.

~~(34)~~**(33) Submit.** Unless otherwise specified, the term “Submit” as used in this attachment shall be construed to mean submission of a contractual requirement to the Managing Entity Network Manager.

~~(32)~~**(34) Substance Abuse and Mental Health Information System (SAMHIS)** The Department’s current substance abuse and mental health web-based data system or any replacement system to which the Managing Entity and all of its Network Service Providers are required to report data in accordance with this contract.

~~(33)~~**(35) Substance Abuse Services.** Substance abuse prevention and treatment services pursuant to §397.331(1)(b), Fla. Stat.

~~(34)~~**(36) 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.

~~(35) System of Care (SOC).~~ ~~A comprehensive array of Behavioral Health Services and programs that meet the local needs for Behavioral Health Services and are accessible and responsive to the needs of Individuals Served, their families, and community stakeholders that promote recovery and resiliency, and includes the following elements:~~

- ~~(a) Prevention and early intervention;~~
- ~~(b)(a) Emergency care;~~
- ~~(c)(a) Acute care;~~
- ~~(d)(a) Residential treatment;~~
- ~~(e)(a) Outpatient treatment;~~
- ~~(f)(a) Rehabilitation;~~
- ~~(g)(a) Supportive intervention;~~
- ~~(h)(a) Recovery support; and~~
- ~~(i)(a) Consumer support services.~~

~~(36)~~**(37) Temporary Assistance to Needy Families (TANF).** ~~Pursuant to~~ ~~s.~~Defined under 42 U.S.C. ss. 601, et seq., and pursuant to Chapter 414.1585, F.S, Fla. Stat., the Substance Abuse and Mental Health TANF diversion program for families at risk of welfare dependency due to substance use disorders or mental illnesses is intended to provide services as clinically necessary to assist families in achieving self-sufficiency, so that children can be cared for in their own homes.

~~(37)~~(38) **Wait List.** The Network Service Provider's requirement to track and provide wait list information in the manner provided by Management Entity. A master wait list for the SOC is maintained by a Managing Entity and shows:

- (a) The number of persons ~~wait~~waiting for access to the recommended service or program;
- (b) The length of time a person has been on the wait list; and
- (c) The interim services provided to the person.

2. General Description

a. General Statement

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

Funding appropriated through the Department of Children 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 a ~~network of~~ qualified service providers to establish a SOCnetwork to provide Behavioral Health Services to children, adolescents, adults, and elders, in accordance with Chapters 394, 397, 916, and §985.03, Fla. Stat., and that is consistent with the State Substance Abuse and Mental Health Services Plan dated January 2013, or the latest version thereof.

b. Authority

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

c. Scope of Service

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

(2) The Network Service Provider shall comply with all applicable federal and state

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

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

3. Individuals to be Served

a. General Description

(1) The Network Service Provider shall provide Behavioral Health Services to eligible individuals of the target population(s) checked below as detailed in **Section A.3.b.**, and, where applicable as per this contract, to individuals residing in civil and forensic state Mental Health Treatment Facilities pursuant to §394.4573, Fla. Stat., and Rule 65E-15.031 and 65E-15.071, F.A.C.

(2) The Network Service Provider shall serve the following **Minimum Number of Individuals** within the activities listed in **Exhibit L, Funding and Cost Center Rate by Program**:

Individuals to be Served

Non-Prevention		Non-Service Category Prevention	
		Minimum Number of Individuals to be Served	Prevention FY Target
<input type="checkbox"/>	Adult Mental Health—Forensic Involvement		<input type="checkbox"/> Adult Substance Abuse
<input type="checkbox"/>	Adult Mental Health—Severe and Persistent Mental Illness		<input type="checkbox"/> Children's Substance Abuse
Adult Mental Health—Serious Mental Illness	<u>Residential Care</u>	<input type="checkbox"/> Community Prevention-Adults/Youth/Children	
	<u>Outpatient Care</u>		TBD
	<u>Crisis Care</u>		TBD
	<u>State Hospital Discharges</u>		TBD
	<u>Peer Support Services</u>		TBD
Children's Mental Health—In Mental Health	<u>Residential Care</u>		TBD
	<u>Outpatient Care</u>		TBD
	<u>Crisis Care</u>		TBD
	<u>SIPP Discharge</u>		TBD
	<u>Residential Care</u>		TBD

Adult Substance Abuse	<u>Outpatient Care</u>	<u>TBD</u>
	<u>Detoxification</u>	<u>TBD</u>
	<u>Women's Specific</u>	<u>TBD</u>
	<u>Injecting Drug Users</u>	<u>TBD</u>
Children's/Adolescent's Substance Abuse	<u>Residential Care</u>	<u>TBD</u>
	<u>Outpatient Care</u>	<u>TBD</u>
	<u>Detoxification</u>	<u>TBD</u>
	<u>Prevention</u>	<u>TBD</u>

b. Eligibility of Individuals Served

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

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

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

~~(2)~~ Priority for Behavioral Health Services shall be given to families with children that have been determined to ~~be "unsafe"~~ require substance abuse and/or mental health services by child protective investigators ~~who~~ and also meet the ~~following~~ target populations:

~~i. Section 394.674(1)(a)2., F.S., for adult mental health services for the parents, in subsections (i) or (ii), below. based upon the emotional crisis experienced from the potential removal of children; and~~

~~(a) Section 394.674(1)(c)3., F.S., for substance abuse services based on parents who put children at risk due to a substance use disorder.~~

~~(b)(c) Such priority is shall be limited to individuals that are not enrolled in Medicaid or another insurance program, or require services that are not included as reimbursable paid by another payor source.;~~

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

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

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

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

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

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

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

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

~~(3)~~(2) In the event of a Presidential Major Disaster Declaration, Crisis Counseling Program (CCP) services shall be established~~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 ~~SAMHSA-Substance Abuse and Mental Health Services Administration (SAMHSA).~~

c. Determination of Individuals Served

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

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

(3) The Network Service Provider shall attest and certify as to each monthly invoice that, at the time of submission, no other funding source was known for the invoiced services. This attestation shall be contained in the body of the electronic message submitting the invoice.

~~(2)~~(4) In the event of an eligibility dispute, the determination made by the Managing Entity ~~and~~ in accordance with the Department and its regulations is final and binding on all parties. The Department, in accordance with state law, is exclusively responsible for defining eligibility of Individuals Served for services provided through this contract. The Managing Entity shall apply this definition to persons on a case-by-case basis.

d. Contract Limits

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

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

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

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

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

(6) The Network Service Provider may not enter into grant agreements with a for-profit entity using Substance Abuse Prevention and Treatment Block Grant (SAPTBG) and Community Mental Health Block Grant (CMHBG) funds. Restriction on the use of funds may be obtained from the **SAMH Funding Resource Guide – Incorporated Document 5**, which is incorporated herein by reference and may be located [at: on the Managing Entity's website.](#)

<http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities>

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:

1. Residents of assisted living facilities as required in §394.4574 and §429.075, Fla. Stat.;
2. Persons ordered into involuntary outpatient placement in accordance with §394.4655, Fla. Stat.;
3. Eligible children referred for residential placement in compliance with the guidance provided in Rule 65E-9.008(4), F.A.C. and the guidance document **Residential Placements Using Statewide Inpatient Psychiatric Programs (SIPP) Funding and Referral Process – Incorporated Document 6** which is incorporated herein by reference;
4. Inmates approaching the End of Sentence pursuant to Children and Families Operating Procedure (CFOP) 155-47;
5. Forensic-involved individuals pursuant to CFOP 155-18 and the guidance document **Outpatient Forensic Mental Health Services – Incorporated Document 7** which is incorporated herein by reference;
6. 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 **Forensic and Civil Treatment Facility Admission and Discharge Processes – Incorporated Document 8** is incorporated herein by reference.
7. Individuals who are at risk of being admitted into a civil or forensic state Mental Health Treatment Facility. This shall include diversionary community treatment and services prior to admission.

(b) As part of the SOC, the Network Service Provider shall collaborate with the Managing Entity to provide an adequate and reasonable network of services and

programs in terms of geographic distribution to meet the service needs of consumers without excessive time and travel requirements.

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

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

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

(2) Utilization Management

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

1. Delivery of quality, clinically necessary services to eligible individuals in a timely fashion;
2. Improvement of clinical outcomes;
3. Guidelines, standards, and criteria set by regulatory and accrediting agencies are adhered to, as appropriate, for the client population;
4. Clinical evidence is used to make utilization management decisions, taking into account the local SOC and the individual's circumstances; and
5. The utilization management strategies are integrated with the Network Service Provider's Continuous Quality Improvement (CQI) activities.

(3) Participation in Network Service Provider Monitoring

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

(b) The Managing Entity shall perform Risk Assessments to develop an annual monitoring schedule of its networked service providers. The monitoring schedule shall distinguish between onsite monitoring and desk reviews. The Network Service Provider acknowledges that the Managing Entity reserves the right to monitor the Network Service Provider at any time during the contract period.

(c) Where applicable as per this contract, the Managing Entity shall review a sample of case management records to verify that services identified in the community living support plan for individuals residing in Assisted Living Facilities with Limited Mental Health Licenses are provided pursuant to §394.4574, Fla. Stat.

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

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

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

(g) The Network Service Provider must maintain compliance with background screening for staff and volunteers pursuant to §394.4572, 397.451, and 408.809, Fla. Stat., and Chapter 435, Fla. Stat. Additional guidance regarding background screening is incorporated herein by reference and may be located at:

www.dcf.state.fl.us/programs/backgroundscreening/

(h) The Network Service Provider is required to:

1. Afford access to services based on the needs of the Individuals Served;
2. Possess all licenses and credentials necessary to legally render the services being provided; and
3. Facilitate the execution of a Memorandum of Understanding (MOU) with the appropriate Federally Qualified Health Center (FQHC), County Health Department (CHD), publically funded medical clinic, or tax-assisted hospital, with the exception of those Network Service Providers that only provide non-client specific services.

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

(4) Continuous Quality Improvement (CQI)

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

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

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

(5) Training

(a) The Network Service Provider 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.

(b) 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.

(c) As applicable to this contract, the Network Service Provider shall implement the SSI/SSDI Outreach, Access, and Recovery (SOAR) initiative in the community by using the model within their agency. Additional guidance for the implementation of **SOAR – Incorporated Document 10** is incorporated herein. Additional information about SOAR is available at:

www.prainc.com/SOAR/

(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. ~~ss. 300gg et seq.~~ 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 sixty (60) days of execution, a record transition plan to be implemented in the case of contract termination or non-renewal by either party, in accordance with the **Managing Entity Expiration/Termination Transition Planning Requirements – Incorporated Document 11**, which is incorporated herein by reference. The plan shall comply with HIPAA and 42 CFR requirements.

(d) The Network Service Provider must maintain accurate and timely data entry required for performance outcomes measurement, in accordance with DCF PAM 155-2, and §394.74(3)(e), Fla. Stat. The data must enable costs to be tracked by service level cost center, service utilization by type and recipient, quality of care, access to services, all facets of utilization management, and outcomes for each Individual Served within the SOC.

(e) The Network Service Provider shall electronically submit data, as specified in DCF PAM 155-2, to the Managing Entity in the manner provided by Management Entity by the tenth (10th) of each month.

(f) The Network Service Provider is required to submit changes or updates to SAMHIS in the manner provided by Management Entity, Network Service Provider records within fifteen (15) days of a known change.

(g) The Network Service Provider is responsible for notifying the Network Manager within five (5) business days of any changes to all SAMHIS data accounts, Department web portal accounts, including access the IRAS and the Department of Corrections (DOC) Aftercare Referral System, as applicable, the Network Service Provider's organization and this contract.

(h) The Network Service Provider's data officer or designee shall participate in the Managing Entity's Chief Information Officer (CIO) conference calls or meetings.

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

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

(7) Financial Management

(a) The Network Service Provider shall only subcontract with entities that are fiscally sound, and that can adequately ensure the accountability of public funds.

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

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

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

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

(8) Incident Reporting

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

Incident Reporting and Analysis System (IRAS), within twenty-four (24) hours of the incident occurring.

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

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

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

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

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

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

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

(9) SAMH Community Consumer Satisfaction Survey (SCCSS)

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

(b) The Network Service Provider is responsible for collecting and submitting survey data as specified in this contract, and per DCF PAM 155-2, Chapter 13 (effective date October 1, 2013 or more recent version), which is incorporated herein by reference and may be located at:

<http://www.dcf.state.fl.us/programs/samh/publications/c13v10.pdf>

(c) 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.

(d) 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 PAM 155-2		See DCF PAM 155-2 CH13		See DCF PAM 155-2 CH13		See DCF PAM 155-2 CH13

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 PAM 155-2:

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 PAM 155-2 and via the manner provided by the Managing Entity.
7. The provider may be subject to a CAP as a result of identified reporting issues or deficiencies.

(b) General Policies and Considerations

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

1. Any individual waiting longer than four (4) days for a residential bed for either mental health or substance abuse shall go on a wait list.
2. Any individual waiting longer than four (4) days for a bed in Detox shall go on a wait list.
3. Any individual waiting longer than fourteen (14) days for outpatient services (both mental health and substance abuse), intervention (substance abuse only), or methadone services, shall go on a wait list.
4. Any individual waiting longer than fourteen (14) days for a non-mental health funded service shall go on a wait list.
5. Any individual referred to a state treatment facility shall go on a wait list once the packet is considered complete.

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

1. Any individual who has been screened and is in need of substance abuse treatment shall go on a wait list. This applies only to an in-person screening for services.
2. In order for the individual to remain on the wait list, an in-person meeting, telephone contact or other documented contact must have taken place at least within 30 days of the initial contact and at least every thirty (30) days

thereafter. The contacts should be more frequent than every thirty (30) days, however, the individual must be contacted within the thirty (30)-day time period.

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

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

5. Wait list information must be updated on a monthly basis. Any individual who has not had an in-person, telephone or other documented contact in the last thirty (30) days should be removed from the wait list.

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

(11) Bed Count

(a) The Managing Entity must have the ability to provide, upon request, accurate and real time data on the number of available beds across the SOC.

(b) All Network Service Providers with licensed bed capacity shall respond to requests from the Managing Entity for information regarding bed count within twenty-four (24) hours of receipt of the request.

(12) Eligibility to be a Network Service Provider

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

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

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

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

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

5. Has had any prohibited business activity with the Governments of Sudan and Iran as described in §215.473, Fla. Stat. Pursuant to §287.135(5), Fla. Stat., the Managing Entity shall immediately terminate the subcontract for cause if the Network Service Provider is found to have submitted a false certification or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the subcontract.

(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~~The Reference Guide for State Expenditures, which is incorporated herein by reference and may be located at: www.myfloridacfo.com/aadir/reference_guide/; ~~and~~
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; and
- 5.9. Department or Managing Entity policies related to the delivery of service.

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

(13) Bed Hold

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

1. Psychiatric emergency;
2. Medical emergency; or
3. 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;

Then 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.

(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.

2. Staffing Changes

a. The Network Service Provider shall comply with their staffing plan contained in the Managing Entity-approved **Exhibit C, Projected Cost Center Operating and Capital Budget**.

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

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

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

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

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

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

(5) Has had any prohibited business activity with the Governments of Sudan and Iran as described in §215.473, Fla. Stat. Pursuant to §287.135(5), Fla. Stat., the Managing Entity shall immediately terminate the subcontract for cause if the Network Service Provider is found to have submitted a false certification or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the subcontract.

4. Service Location and Equipment

a. Service Delivery Location

The location of services shall be as specified and described in **Exhibit G, Program Description**, which is to be submitted by the Network Service Provider and as set forth in, **Exhibit H, Funding Detail**.

b. Changes in Location

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

c. Equipment

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

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

5. Deliverables

a. Services

The Network Service Provider shall deliver the services specified in and described in the Program Description submitted by the Network Service Provider and as set forth in **Exhibit H, Funding Detail**.

b. Records and Documentation

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

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

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

(a) Total number of Individuals Served;

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

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

c. Reports

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

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

(3) The Network Service Provider shall submit service data to the Managing Entity as required in §394.74(3) (e), Fla. Stat., and Rule 65E-14.022, F.A.C., and the Network Service Provider shall submit the data electronically by the tenth (10th) of each month for the previous month's services, as specified by this contract and in accordance with DCF PAM 155-2.

(4) The Network Service Provider shall:

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

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

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

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

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

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

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

(7) 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 cost center shall be updated to reflect the utilization pattern established in the previous fiscal year(s) of the contract period.

(8) 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.

(9) The Network Service Provider is required to comply with **Attachment III** to the Standard contract.

d. Performance Specifications

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

e. Performance Outcomes Measures

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

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

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

(4) The Network Service Provider agrees that the [SAMHIS](#)~~SAMHIS~~ [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 SAMHIS. Performance of the Network Service Provider shall be monitored and tracked by the Managing Entity. The Managing Entity shall provide applicable technical assistance to Network Service Provider and initiate corrective actions, as required, and shall report to the Department on a quarterly basis.

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

f. Performance Measurement Terms

DCF 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 in the manner provided by Management Entity.

g. Performance Evaluation Methodology

The methodology and algorithms to be used in assessing the Network Service

Provider's performance are outlined in the guidance document **Performance Outcomes Measurement Manual – Incorporated Document 14**, which is incorporated herein and may be located at: on the Managing Entity's website.

<http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities>

h. Performance Standards Statement

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

i. Failure to Perform

If the Network Service Provider fails to perform in accordance with this contract, or perform the minimum level of service required by this contract, the Managing Entity will apply financial consequences provided for in the 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 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 Section 21 of the 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.

6. Network Service Provider Responsibilities

Network Service Provider Unique Activities

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) If the Network Service Provider's contract includes the provision of prevention services, maintain compliance with the guidance document **Prevention Services – Incorporated Document 15**, which is incorporated herein by reference;

(5) Ensure that if receiving federal block grant funds from the Substance Abuse Prevention and Treatment Block Grant, the Network Service Provider shall comply with all of the requirements of the SAMHSA Charitable Choice provisions and the implementing regulations of 42 C.F.R. §54a;

(6) Ensure that if receiving federal block grant funds from the Substance Abuse Prevention and Treatment Block Grant, the Network Service Provider shall comply with 42 C.F.R. part 2;

(7) 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;

(8) 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;

(9) 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;

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

~~(7)~~(11) Comply with 45 C.F.R. Section 164.504(e)(2)(ii); and

~~(8)~~(12) If the Network Service Provider's contract includes the provision of Family Integration Specialist positions, comply with the guidance document for **Integration Planning – Incorporated Document 16**, which is incorporated herein by reference. The Network Service Provider is required to maintain _ Family Integration Specialist Positions which will engage with Child Welfare Service in [INSERT COUNTY/COUNTIES].

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 ~~their providers~~ Network Service Providers to participate on family or clinical teams, pursuant to §409.996(12), Fla. Stat.

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

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

b. Determinations

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

c. Monitoring Requirements

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

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

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

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

Entity.

C. Method of Payment

1. Payment Clause

This contract is comprised of federal and state funds, subject to reconciliation. The **Exhibit H, Funding Detail** identifies the type and amount of funding provided. At the beginning of each fiscal year, the **Exhibit H, Funding Detail** shall be amended into this contract, and the total contract amount shall be adjusted accordingly, on an annual basis. The Managing Entity shall pay the Network Service Provider for the delivery of services provided in accordance with the terms and conditions of this contract. The contract total dollar amount shall not exceed \$_____, subject to the availability of funds from the Department.

2. Invoice Requirements

- a. In accordance with the terms and conditions of this contract, the Network Service Provider shall submit a monthly invoice, 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 DCF PAM 155-2;
- b. The invoice, **Exhibit I, Invoice Payment Request Form** shall be submitted in the format and manner as defined by the Managing Entity no later than the 10th calendar day following the month for which payment is being requested;
- c. Failure to submit a properly completed invoice shall prevent the authorization of payment;
- d. Within five business days of receipt of a properly completed invoice 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;
- e. Failure to submit the required documentation shall cause payment to be delayed until such documentation is received;
- f. The Managing Entity shall make payment within fifteen (15) business days of a complete and approved invoice from the Network Service Provider, subject to the availability of funds from the Department;
- g. Following the conclusion of each state fiscal year, the Network Service Provider shall submit a 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's Local Match Calculation is located on **Exhibit H, Funding Detail**.
- b. The Network Service Provider shall maintain, at minimum, an accounting of local match, and report local match to the Managing Entity on a quarterly basis. The **Exhibit J Local Match Calculation Form**, shall be submitted with the Network Service Provider's monthly invoice, by the tenth (10th) calendar day of the month, following the end of each fiscal quarter.

4. Allowable Costs

- a. All costs associated with performance of the services contemplated by this contract

must be both reasonable and necessary and in compliance with the Cost Principles for non-profit organizations, pursuant to 2 C.F.R., pt. [230,230 \(OMB Circular A-122, Cost Principles for Non-Profit Organizations.\)](#) and the Financial Rules pursuant to Rule 65E-14, F.A.C.

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

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

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

5. Third Party Billing

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

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

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

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

(2) The Network Service Provider may bill the Managing Entity if services are provided to individuals:

(a) Who have lost Medicaid, or any other publically funded health benefits assistance program coverage for any reason during the period of non-coverage;
[or](#)

(b) ~~Subject~~ [Individuals who have a net family income at or above 150 percent of the Federal Poverty Income Guidelines, subject](#) to the sliding fee scale requirements in Rule 65E-14.018, F.A.C.

b. The Network Service Provider shall report Medicaid earnings and earnings from other publically funded health benefits assistance programs separately from all other fees. ~~These other earnings reports are to be submitted to the Managing Entity quarterly; by the tenth (10th) of the month following the end of each fiscal quarter, and with the Network Service Provider's monthly invoice.~~

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:

<http://www.myflfamilies.com/service-programs/substance-abuse/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 ~~payer~~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 ~~quarterly~~ to the Managing Entity as per **Section C** (Method of Payment) **5b.** (Third Party Billing). This includes services such as SIPP and the Florida Assertive Community Team (FACT).

D. Special Provisions

1. Dispute Resolution

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

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

2. MyFloridaMarketPlace Transaction Fee

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

3. Contract Renewal

This contract may be renewed for a term not to exceed three years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual

agreement and shall be contingent upon satisfactory performance evaluations as determined by the Managing Entity and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract and any subsequent amendments.

4. Special Insurance Provisions

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

b. The Network Service Provider acknowledges that as an independent contractor, the Network Service Provider is not covered by the State of Florida Risk Management Trust Fund for liability created by §284.30, Fla. Stat.

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

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

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

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

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

h. All such insurance proposed by the Network Service Provider shall be submitted to

and confirmed by the Network Manager by March 1st of each year.

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

5. Employment Eligibility Verification (E-Verify)

a. Definitions as used in this clause:

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

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

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

b. Enrollment and Verification Requirements

(1) The Network Service Provider shall:

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

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

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

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

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

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

(d) The Network Service Provider is not required by this clause to perform

additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Network Service Provider through the E-Verify program.

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

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

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

6. Preference to Florida-Based Businesses

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

7. Sliding Fee Scale

The Network Service Provider shall ensure compliance with the provisions of Rule 65E-14.018, F.A.C. 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.

8. 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.

9. 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, health care providers who are covered entities (which include all state-contracted community SAMH providers and State Treatment Facilities) must obtain and use NPIs.

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

<https://nppes.cms.hhs.gov/NPPES/StaticForward.do?forward=static.npistart>

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

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

<http://www.fdhc.state.fl.us/medicaid/hipaa/>

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

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

(3) The CMS NPI:

<http://www.cms.hhs.gov/NationalProvIdentStand/>

10. Files of Individuals Served

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

11. Satisfaction Survey for Individuals Served

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

12. 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.

13. Medicaid Enrollment

If the Network Service Provider contracts in excess of \$500,000.00 annually and renders substance abuse services, it shall enroll as a Medicaid provider.

E. Program Specific Requirements

1. Adult Forensic Services

The Network Service Provider shall ensure compliance with the provisions of the Forensic Mental Health Services Model, pursuant to CFOP 155-18.

2. Prevention Partnership Grants (PPG)

Any Network Service Provider receiving PPG funding is required to complete the Evidence-Based Self-Assessment Survey each year and shall maintain compliance with the guidance document **Prevention Services – Incorporated Document 15**, which is incorporated herein by reference.

Specific information regarding the PPG program offered under this contract is outlined in Exhibit K, Prevention Partnership Grant (PPG), if applicable.

3. Projects for Assistance to Transition from Homelessness (PATH)

a. Any Network Service Provider that receives federal PATH funds shall provide support services for individuals who have a serious mental illness or a serious mental illness and co-occurring substance use issues and are homeless or at imminent risk of becoming homeless. The PATH providers are encouraged to partner with local resources to link people with safe, affordable housing of their choice.

b. The PATH Network Service Provider is required to implement an approved and signed Local Intended Use Application annually.

c. The PATH Network Service Provider shall expend eligible PATH local matching

funds in the provision of PATH eligible services to PATH eligible persons. The expenditures must match the types of services outlined in the annual Local Intended Use Plan. The formula to be followed is cited in Title V, Part C, Section 524 of the Public Health Services Act (42 U.S.C. 290cc-21 et. Seq.).

d. The PATH Network Provider is required to submit annual reports as directed by the Managing Entity and the Department. More information and guidelines for annual report submission may be located at: <http://www.pathprogram.samhsa.gov>

e. The PATH Network Provider shall maintain compliance with the guidance document **PATH – Incorporated Document 24**, which is incorporated herein by reference.

4. Indigent Drug Program (IDP)

If the Network Service Provider receives funding under the Indigent Drug Program (IDP), the Network Service Provider shall ensure that:

a. Funds allocated for use of purchasing psychotropic medications or medications accessed through line of credit from the IDP are used for individuals who meet any of the following criteria:

(1) Have an annual income that is at or below 150 percent (150%) of the Federal Poverty Income Guidelines, as published annually in the Federal Register;

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

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

b. Any Network Service Provider receiving these funds must actively participate in manufacturer's patient assistance programs for medications needed by a significant portion of Individuals Served by the Network Service Provider; and

c. Any Network Service Provider receiving these funds must participate in any regional training events made available by the Department. The Network Service Provider shall participate in any training events made available by the Louis De La Parte Florida Mental Health Institute at the University of South Florida's Medicaid Drug Therapy Management System Program for Behavioral Health which are posted on the at Program's website at: <http://flmedicaidbh.fmhi.usf.edu/>

d. Any Network Service Provider receiving these funds shall maintain compliance with the guidance document **IDP – Incorporated Document 25**, which is incorporated herein by reference.

5. Statewide Inpatient Psychiatric Programs (SIPP)

Any Network Service Provider of Children's Mental Health services referring an individual for SIPP, shall follow and maintain compliance with the guidance document **Statewide Inpatient Psychiatric Programs (SIPP) Residential Placements Using SIPP Funding and Referral Process – Incorporated Document 6**, which is incorporated herein by reference.

6. Behavioral Health Network (BNet)

Any Network Service Provider contracted for the duties and responsibilities contained in Chapters 394, 397 and 916, Fla. Stat., in the delivery of the BNet, shall maintain compliance with the guidance document **BNet Guidelines and Requirements –**

Incorporated Document 18, which is incorporated herein by reference.

7. National Voter Registration Act (NVRA)

The Network Service Provider shall comply with the National Voter Registration Act (NVRA) of 1993, Pub. L. 103-31 (1993), §§97.021 and .058, Fla. Stat., and Chapter 2.048, F.A.C., in accordance with National Voter Registration Act Guidance - Incorporated Document 27, incorporated herein by reference.

7.8. Additional Program Specific Funds

The Network Service Provider shall incorporate any additional program-specific funds appropriated by the Legislature 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.

F. The following exhibits, or the latest revisions thereof, are incorporated herein and made a part of the Contract:

1. **Exhibit A.** Required Reports
2. **Exhibit B.** Performance Outcome Measures
3. **Exhibit C.** Projected Cost Center Operating and Capital Budget
4. **Exhibit D.** Personnel Detail Record
5. **Exhibit E.** Agency Capacity Report
6. **Exhibit F.** Organizational Profile
7. **Exhibit G.** Program Description
8. **Exhibit H.** Funding Detail
9. **Exhibit I.** Invoice
10. **Exhibit J.** Local Match Calculation Form
11. **Exhibit K.** ~~SAMH Other Funds Source Report~~ Prevention Partnership Grant (PPG)
12. **Exhibit L.** Funding and Cost Center Rate by Program

G. The following documents, or the latest revision thereof, are incorporated herein and made a part of the Contract:

1. **Incorporated Document 1.** Department of Children and Families' Glossary of Contract Terms
2. **Incorporated Document 2.** Evidence-Based Practice Guidelines
3. **Incorporated Document 3.** State and Federal Laws, Rules, and Regulations
4. **Incorporated Document 4.** Auxiliary Aids to Deaf and Hard of Hearing
5. **Incorporated Document 5.** Substance Abuse and Mental Health (SAMH) Funding Resource Guide
6. **Incorporated Document 6.** Residential Placements using Statewide Inpatient Psychiatric Programs (SIPP) Funding and Referral Process
7. **Incorporated Document 7.** Outpatient Forensic Mental Health Services
8. **Incorporated Document 8.** Forensic and Civil Treatment Facility Admission and Discharge Processes
9. **Incorporated Document 9.** LMH-ALF Monitoring

- 10. Incorporated Document 10.** Supplemental Security Income and Social Security Disability Insurance Outreach, Access, and Recovery (SOAR)
- 11. Incorporated Document 11.** Expiration/Termination Transition Planning Requirements
- 12. Incorporated Document 12.** Crisis Counseling Program
- 13. Incorporated Document 13.** Tangible Property Requirements and Contract Provider Property Inventory Form
- 14. Incorporated Document 14.** Performance Outcomes Measurement Manual
- 15. Incorporated Document 15.** Prevention Services
- 16. Incorporated Document 16.** Integration Planning
- 17. Incorporated Document 17.** [Other Funds Source Report](#)
- 18. Incorporated Document 18.** Behavioral Health Network (BNet) Guidelines
- 19. Incorporated Document 19.** Financial Management Requirements
- 20. Incorporated Document 20.** Florida Assertive Community Treatment (FACT) Guidelines
- 21. Incorporated Document 21.** Temporary Assistance to Needy Families (TANF). Guidelines
- 22. Incorporated Document 22.** Rate Contract Guidelines
- 23. Incorporated Document 23.** Pregnant and Post-Partum Women's (PPW) Funding Guidelines
- 24. Incorporated Document 24.** Projects for Assistance in Transition from Homelessness (PATH) Guidelines
- 25. Incorporated Document 25.** Indigent Drug Program (IDP) Guidelines
- 26. Incorporated Document 26.** HIV Early Intervention Services Guidelines
- 27. Incorporated Document 27.** National Voter's Registration Act Guidelines
- 28. Incorporated Document 28.** Family Intensive Treatment (FIT) Model
- 29. Incorporated Document 29.** Seclusion and Restraint Reporting
- 30. Incorporated Document 30.** Children's Mental Health Care Coordination Program

All Exhibits and Incorporated Documents are subject to revision. 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.

ATTACHMENT III

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the Managing Entity may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Managing Entity staff, limited scope audits as defined by OMB Circular A-133, as revised or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Managing Entity and the Auditor General. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Managing Entity that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children and Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each sub-recipient and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Managing Entity and the Auditor General. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Managing Entity that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children and Families, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

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

PART III: REPORT SUBMISSION

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

A. LSF Health Systems (1 copy)

Lutheran Services Florida Health Systems, LLC
10450 San Jose Blvd., Suite A
Jacksonville, FL 32257

B. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at: <http://harvester.census.gov/fac/collect/ddeindex.html> and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

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

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

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

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