

SCHOOL DISTRICT OF CLAY COUNTY - SEDNET

AUGUST 2014 AMENDMENT

This amendment (the "Amendment") is made and entered into by and between Lutheran Services Florida, Inc. d/b/a LSF Health Systems, LLC ("LSF") and The School Board of Clay County Florida, hereinafter referred to as the "Network Service Provider," to be effective August 1, 2014. The Network Service Provider and LSF may be referred to herein individually as a "party" or collectively as "the parties."

Whereas, LSF wishes to amend the contract entered into between said parties on July 1, 2012, the parties hereby agree to the modifications outlined herein; any reference to the contract indicates that document so described.

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

1. The Standard Contract is revised as follows:

2. **Effective and Ending Dates.** This contract shall be effective on August 1, 2014. The performance period under this contract shall commence on July 1, 2012 or the effective date of this contract, whichever is later, and shall end at midnight, Eastern time, on June 30, 2016, subject to the survival of terms provisions of Section 34 hereof.

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.

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.

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.

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

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.

All portions of the Standard Contract not outlined above remain in effective as revised by the latest preceding amendment.

2. Attachment I is revised as follows:

(28) 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.

2. **General Description**

a. **General Statement**

(1) The Managing Entity is contracting with School District of Clay County - SEDNET, 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 s. 394.9082, F.S. The services and programs specified in this contract shall be available in the following county(ies): Duval, Clay and Nassau. 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, F.S., 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), F.S.

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

3. **Individuals to be Served**

d. **Contract Limits**

(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).

(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, F.S., §394.741, F.S. 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.

(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:

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.

6. The Network Service Provider is required to report wait list changes as they occur via the manner provided by the Managing Entity. If the Network Service Provider does not have a wait list for a particular program or service, they still, at a minimum, need to attest to having no wait list by the tenth (10th) day of the month for the preceding month's wait list.

(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 an Individual 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. The Managing Entity may be invoiced for a period not to exceed twenty-four (24) hours from 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.

B. Manner of Service Provision

(6) Data Collection, Reporting, and Analysis

(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.

(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.

(7) Financial Management

[Paragraph (f) removed in its entirety.]

(12) Eligibility to be a Network Service Provider

(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): **Duval, Clay and Nassau**; however, Individuals who reside in any of the counties of Florida can be served by this contract, in accordance with §394.674, F.S.

7. Managing Entity Responsibilities

c. Monitoring Requirements

(1) The Network Service Provider shall be monitored in accordance with §394.741, F.S., §402.7305, F.S., 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.

C. Method of Payment

5. Third Party Billing

a. 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
Subject to the sliding fee scale requirements in Rule 65E-14.018 F.A.C. [Paragraph

5(a)(3) is removed in its entirety.]

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

13. **Exhibit M.** Bed Hold Request Form

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

28. Incorporated Document 28. Family Intensive Treatment (FIT) Model

29. Incorporated Document 29. Seclusion and Restraint Reporting

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.

All portions of Attachment I not outlined above remain in effect as revised by the latest preceding amendment. Exhibit M, Incorporated Document 28 and Incorporated Document 29 are provided herein in their entirety.

3. Exhibit A – Required Reports is hereby replaced in its entirety with a revised Exhibit A – Required Reports dated June 1, 2014.

4. Exhibit J – Local Match Calculation Form is revised as follows:

26. Fees \$ _____ Value of fees as those specified in rule 64E-14.005 or all fees except Medicaid.

All portions of Exhibit J not outlined above remain in effect as revised by the latest preceding amendment to the contract.

5. Program Guidance for Contract Deliverables, Incorporated Document 5 is revised as follows:

OCA: MSA82

ME ST JOHNS SHERIFF'S OFFICE – ASA

STATE PROGRAM: ADULT SUBSTANCE ABUSE (1201030000)

G/A-COM SUB ABUSE SVCS (100618)

AUTHORIZED SERVICES: St. John's Sheriff's Office substance abuse detoxification program.

All portions of Program Guidance for Contract Deliverables, Incorporated Document 5 not outlined above remain in effect as revised by the latest preceding amendment to the contract.

6. Program Guidance for Contract Deliverables, Incorporated Document 10 is revised as follows:

The role of the Network Service Provider is to:

1) Either (a) Ensure that all their AMH Case Managers are trained in and utilizing the SOAR model or (b) Employ one full-time employee to be utilized as a dedicated SOAR processor whose sole duty is to process SOAR applications for SAMH clients.

All portions of Program Guidance for Contract Deliverables, Incorporated Document 10 not outlined above remain in effect as revised by the latest preceding amendment to the contract.

7. Program Guidance for Contract Deliverables, Incorporated Document 19 is hereby replaced in its entirety with a revised Program Guidance for Contract Deliverables, Incorporated Document 19 dated June 1, 2014.

8. Program Guidance for Contract Deliverables, Incorporated Document 20 is hereby replaced in its entirety with a revised Program Guidance for Contract Deliverables, Incorporated Document 20 dated June 1, 2014.

Except as amended herein, the terms and conditions of the original Agreement as revised by the latest preceding amendments, remain the same. The parties' authorized representatives have executed this Amendment to be effective August 1, 2014.

Lutheran Services Florida, Inc.

The School Board of Clay County Florida

Signature Date

Signature Date

Printed Name Date

Carol Studdard Chairman of the Board

Printed Name Title