ATTACHMENT II

A. Services to Be Provided

1. General Description

a. General Statement

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

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

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

b. Authority

Sections 20.19, 39.001(2), 39.001(4), 394.457(3), 394.74, 394.9082, 397.305(2), 397.305(3), 397.321(4), Fla. Stat., and Chapter 916, Fla. Stat., provide the Managing Entity with the authority to contract for these services. Additional details regarding the statutory and regulatory framework applicable to this contract are provided in **Exhibit A2 - SAMH Programmatic State and Federal Laws, Rules, and Regulations**, incorporated herein by reference.

c. Scope of Work

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

2. Individuals to be Served

a. General Description

The Network Service Provider shall serve the **Minimum Number of Individuals** reflected on **Exhibit E – Minimum Performance Measures**, within the activities listed in **Template L - Covered Service Rates by Program.**

b. Client Eligibility

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

B. Manner of Service Provision

1. Service Tasks

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

(1) Participation in the SOC

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

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

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

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

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

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

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

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

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

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

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

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

(f) If the Network Service Provider is a crisis stabilization unit (CSU) or hospital, they shall participate in the Agency for Health Care Administration's Event Notification System (ENS) by July 1, 2026.

(g) If the Network Service Provider is a Designated Receiving Facility, they shall be required to enter data into the Department's Baker Act data portal.

(2) Utilization Management

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

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

b. Improvement of clinical outcomes;

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

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

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

(3) Inspections and Corrective Action

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

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

(b) 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.

(c) 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.

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

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

(f) The Network Service Provider is required to:

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

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

3. Facilitate the execution of a Memorandum of Understanding (MOU) with the appropriate Federally Qualified Health Center (FQHC), County Health Department (CHD), publicly funded medical clinic, or tax-assisted hospital, with the exception of those Network Service Providers that only provide non-client specific services.

(4) Continuous Quality Improvement (CQI)

(a) The Network Service Provider shall maintain CQI activities that ensure the provision of quality Behavioral Health Services and consistently achieves positive outcomes. The Network Service

Provider shall incorporate trending data from incidents and complaints into the quality improvement process to mitigate risk and improve quality of services.

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

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

(d) The Managing Entity and the Network Service Provider shall cooperate with the Department during investigations related to regulatory complaints concerning licensed facilities operated by Network Service Providers.

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

(5) Training

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

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

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

1. Sub-contracting requirements;
2. Program development and design;
3. Staff Development and Training; and
4. A quality improvement process that includes internal monitoring of the implementation of EBPs.

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

(6) Data Collection, Reporting, and Analysis

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

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

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

(d) The Network Service Provider must enter accurate and timely data for performance outcome measurement, in accordance with established business requirements for data submission and § 394.74(3)(e), F.S. The data must:

i. Allow expenditures to be tracked by program, fund source, and service type;

ii. Capture service utilization by service type and recipient;

iii. Document quality of care, access to services, and outcomes for each individual served within the Network.

iv. Include individual served-specific data elements, such as:

1. Demographic Information;
2. Procedure codes;
3. Primary and secondary diagnoses;
4. Relevant Z code(s); and
5. Provider type.

(e) The Network Service Provider shall electronically submit all required data to the Managing Entity Data System by the eighth (8^{th}) of each month, in accordance with established requirements, and shall comply with deadlines for ad hoc requests. The Managing Entity may establish alternative reporting due dates for specific programs through the incorporated programmatic Incorporated Documents and DCF Guidance Documents. The Managing Entity also reserves the right to require submission of certain data, prior to the 8^{th} of the month, for ad hoc reporting, federal discretionary grants, specified purposes.

(f) If a required data reporting system is unavailable, inaccessible, or otherwise inoperable, all data required under this Contract shall be submitted to the Managing Entity as soon as the system becomes available, or in accordance with alternative submission instructions provided by the Managing Entity.

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

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

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

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

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

(l) The Managing Entity will provide a monthly data acceptance rate report to the Network Service Provider. The Network Service Provider shall maintain a minimum 95% data acceptance rate. In the event the Network Service Provider's total monthly submission per data set results in an acceptance rate less than 95% percent for two consecutive months, the Network Service Provider shall submit a Corrective Action Plan (CAP) within ten (10) business days of the second deficient month that includes a timeline for correcting all prior data deficiencies and outlines a solution to correctly submit the required records.

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

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

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

(p) If the Network Service Provider is a public receiving facility, detoxification facility, and/or an addictions receiving facility, the Network Service Provider must collect and submit the acute care service utilization data as specified in § 394.9082(10), F.S., in accordance with the prescribed timeframes. Submission shall occur through a file transfer protocol process or a web portal developed by the Managing Entity.

(7) Fiscal Responsibility Function

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

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

(c) The Network Service Provider's financial management and accounting system must be capable of generating financial reports by funding source, individual recipient utilization, and cost, and must, at minimum, meet federal Block Grants reporting requirements.

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

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

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

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

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

(9) SAMH Community Consumer Satisfaction Survey (SCCSS)

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

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

(c) The Network Service Provider shall:

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

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

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

a. Group 1: Adult Mental Health (AMH)

b. Group 2: Adult Substance Abuse (ASA)

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

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

DIRECTION TO PROVIDERS ON HOW TO CALCULATE QUARTERLY SURVEY SUBMISSION TOTALS

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

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

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

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

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

(10) Wait List

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

(a) The Network Service Provider shall:

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

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

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

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

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

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

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

(b) General Policies and Considerations

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

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

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

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

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

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

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

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

2. In order for the individual to remain on the wait list, an in-person meeting, telephone contact or other documented contact must have taken place at least within 30 days of the initial contact and at least every 30 days thereafter. The contacts should be more frequent than every 30 days, however, the individual must be contacted within the th30-day time period.

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

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

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

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

(11) Bed Count

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

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

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

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

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

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

b. ACSU Facilities (Crisis Stabilization, Hospital licensed as Public Receiving Facility, and Substance Abuse Detoxification and Addiction Receiving Facility): for each

program, bed type and payor source daily.

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

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

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

(12) Eligibility to be a Network Service Provider

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

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

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

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

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

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

6. Regardless of the amount of the subcontract, the Managing Entity shall immediately terminate a subcontract for cause, if at any time during the lifetime of the subcontract, a Network Service Provider is:

a. Found to have submitted a false certification under § 287.135, F.S., or

b. Is placed on the Scrutinized Companies with Activities in Sudan List or

c. Is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or

d. Is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

7. The Network Service Provider must receive prior written approval from the Network Manager for services funded by this Contract that are not specifically stated in this Contract. The Managing Entity and Department have final authority to make any and all determinations that affect the health, safety, and well-being of the people of the State of Florida.

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

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

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

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

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

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

6. Block Grant requirements, including maintenance of effort provisions;

7. State and federal grant requirements;

8. Temporary Assistance for Needy Families (TANF) requirements, if applicable;

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

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

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

(13) Bed Hold

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

a. Psychiatric emergency;

b. Medical emergency; or

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

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

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

(b) Regarding leave of absence due to elopement or leaving treatment against medical advice, in most circumstances, the Managing Entity will not pay for bed days when an Individual Served is not physically present to receive the services, except as outlined above. Therefore, the Managing Entity can be invoiced for the date the Individual Served eloped as well as the date they return to treatment, if they return to the Network Service Provider's facility.

(14) Reporting to the Office of Inspector General

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

(15) Requests for Modification

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

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

(17) The Network Service Provider shall use the most recent version of the Daily Living Activities-20 (DLA-20) functional assessment tool, in accordance with Chapter 394.9082(2)(y) F.S., as applicable.

(18) The Network Service Provider shall, in accordance with Chapter 394.9082(2)(x), promote the

use of person-first language and trauma-informed responsive care among providers, peer organizations, and family members, including, but not limited to, through training and sharing best practices. For purposes of this paragraph, the term "person-first language" means language used which emphasizes the patient as a person rather than that patient's disability, illness, or condition.

2. Staffing Changes

a. The Network Service Provider shall comply with their staffing plan as set forth in the Managing Entity-approved **Template C - Projected Operating and Capital Budget, Template D - Personnel Detail Record, and Template E - Agency Capacity Report**, in accordance with Rule 65E-14.021, F.A.C**.**

b. Within five (5) business days, the Network Service Provider shall provide written notification to the Network Manager of any change to the following positions and shall identify the successor and their qualifications:

(1) Chief Executive Officer (CEO);

(2) Chief Operations Officer (COO);

(3) Chief Financial Officer (CFO);

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

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

3. Network Service Provider Subcontracts

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

4. Service Location and Equipment

a. Service Delivery Location

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

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 F1 - Funding Detail**. Changes to the services offered under this contract are subject to approval of the Managing Entity in advance of implementation.

b. Records and Documentation

(1) The Network Service Provider shall protect the confidentiality of all records in its possession from disclosure and protect confidential records from disclosure and maintain the confidentiality of individuals served in accordance with federal and state laws.

(2) The Network Service Provider shall notify the Managing Entity of any public records requests within 10 business days of receipt of the request and shall assume all financial responsibility for records requests, including records storage and retrieval costs.

(3) The Network Service Provider shall maintain adequate documentation of the provision of all tasks, deliverables, expenditures related to its operations, including but not limited to:

(a) Total number of Individuals Served;

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

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

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

c. Reports

(1) The Network Service Provider shall submit all required documentation specified in **Exhibit C2 - Required Reports**, by the dates specified therein.

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

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

(4) The Network Service Provider shall:

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

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

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

(d) Resubmit corrected records no later than the next monthly submission deadline. In the event that the Network Service Provider's total monthly submission per data set results in a rejection rate greater than five percent (5%) for two consecutive months, the Network Service Provider shall submit a CAP within 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 **Template C - Projected Operating and Capital Budget**, **Template D - Personnel Detail Record, and Template E - Agency Capacity Report** pursuant to Rule 65E-14.021, F.A.C. The Managing Entity shall re-approve the Projected Operating and Capital Budget prior to any change to a Network Service Provider's unit rates.

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

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

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

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

d. Performance Standards Statement

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

e. Failure to Perform

If the Network Service Provider fails to perform in accordance with this contract, or fails to perform the minimum level of service required by this contract, the Managing Entity will apply financial consequences provided for in **Section 3.4**. The parties agree that the financial consequences provided for under this section constitute financial consequences under § 287.058(1)(h); and § 215.871(1)(c), Fla. Stat. The foregoing does not limit additional financial consequences, which may include, but are not limited to, refusing payment, withholding payment until deficiency is cured, tendering partial payments, applying payment adjustments for additional financial consequences to the extent that this contract so provides, or termination pursuant to the terms of the Lutheran Services Florida Standard Contract, and requisition of services from an alternate source. Any payment made in reliance on the Network Service Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with the Lutheran Services Standard Contract, to the extent of such error.

f. Corrective Action Plan for Performance Deficiencies

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

Corrective action may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Financial consequences may be imposed for failure to implement or to make

acceptable progress on such corrective action as identified and set forth in the Lutheran Services Standard Contract, Financial Penalties for Failure to Take Corrective Action.

6. Network Service Provider Responsibilities

The Network Service Provider shall:

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

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

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

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

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

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

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

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

7. Managing Entity Responsibilities

a. Managing Entity Obligations

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

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

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

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

b. Determinations

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

the health, safety, and well-being of the people of the State of Florida.

c. Monitoring Requirements

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

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

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

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

C. Payments

1. Local Match Calculation

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

2. 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 regarding payment of services billed:

(1) Managing Entity funds may **not** be used to reimburse services provided to:

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

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

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

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

c. All Medicaid-enrolled Network Service Providers must document the following prior to invoicing the Managing Entity for services provided to Medicaid-enrolled recipients:

(1) Submission of a prior authorization request for any Medicaid-covered service provided.

(2) Appeal of any denied prior authorization.

(3) Provision of assistance to the individual in appealing a denial of Medicaid eligibility or coverage.

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

(5) f the individual has exhausted the Medicaid covered mental health service limit, a written clinical determination by an appropriate licensed mental health professional confirming the continued need for the specific service.

(6) If the individual has exhausted the Medicaid covered substance use disorder treatment service limit, a written clinical determination by a qualified professional, as defined that the individual continues to need the specific service provided.

3. 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 **Incorporated Document 21 - TANF**, which is incorporated herein by reference and Temporary Assistance to Needy Families (TANF) Guidelines, which is incorporated herein by reference and may be located at:

https://www.myflfamilies.com/services/samh/providers/managing-entities/

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

Unless waived in **Section D** (Special Provisions) of this contract, the Network Service Provider agrees that sub-capitated rates from a Medicaid health maintenance organization, prepaid mental health plan, or provider services network are considered to be "third party payor" contractual fees as defined in Rule 65E-14.001, F.A.C. Services that are covered by the sub-capitated contracts and provided to persons covered by these sub-capitated contracts must not be billed to the Managing Entity. The Network Service Provider shall ensure that Medicaid funds shall be accounted for separately from funds for this contract, and reported to the Managing Entity as per **Exhibit F – Method of Payment, Section C.** (Payment)**, and Section C2.** (Third Party Billing.)

5. Information and Referral and Crisis Support Emergency

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

D. Special Provisions

1. 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.

2. Employment Eligibility Verification (E-Verify)

a. Definitions as used in this clause:

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

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

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

b. Enrollment and Verification Requirements

(1) The Network Service Provider shall:

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

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

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

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

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

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

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

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

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

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

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

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

3. 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.

4. Financial Attestations

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

5. Sliding Fee Scale

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

6. 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.

7. National Provider Identifier (NPI)

a. All health care providers, including the Network Service Provider, are eligible to be assigned a National Provider Identifier (NPI) under the Health Insurance Portability and Accountability Act (HIPAA). However, Network Service Providers that qualify as covered entities under of 45 CFR Part 162 are required to obtain and use NPIs.

b. Applications for an NPI may be submitted online at:

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

c. Additional information regarding NPIs may be obtained from one of the following resources:

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

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

(2) The CMS NPI:

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

8. Files of Individuals Served

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

a. Maintain all inactive records documenting services provided with SAMH funds in compliance with the records retention requirements of **Section 5 of this contract**; and

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

9. Community Persons Served Satisfaction Survey

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

10. 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.

11. Medicaid Enrollment

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

12. Mobile Response Teams (MRTs)

All Network Service Providers shall be required to provide individuals receiving behavioral health services with the contact information for the Mobile Response Teams.

E. Program Specific Requirements

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

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

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

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

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

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