

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 11 of the Standard Contract, as provided herein:

A.1 ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A.1.1 Contract Document

In addition to the provisions of **Section 1.5**, the following documents, or the latest revisions thereof, are incorporated herein and made a part of this Contract. Requirements set forth in the Department's Guidance Documents and the Managing Entity's Incorporated Documents are the minimum required program standards and shall not be changed by the Managing Entity unless the Guidance Document expressly permits the Managing Entity to determine the appropriate minimum standard.

A.1.1.1 Additional Contract Exhibits

Exhibits A1, A2, B1, C2, F1 and F2

A.1.1.2 Incorporated Documents

Incorporated Document 1 – LSF Glossary of Contract Terms

Incorporated Document 2 – Evidence-Based Practice Guidelines

Incorporated Document 3 – *Intentionally Left Blank*

Incorporated Document 4 – Auxiliary Aids to Deaf and Hard-of-Hearing

Incorporated Document 5 – Substance Abuse and Mental Health (SAMH) Funding Resource Guide

Incorporated Document 6 – Residential Placements using Statewide Inpatient Psychiatric Programs (SIPP) Funding and Referral Process

Incorporated Document 7 – Outpatient Forensic Mental Health Services

Incorporated Document 8 – State Mental Health Treatment Facility (SMHTF) Admission and Discharge Processes

Incorporated Document 9 – Assisted Living Facilities with Limited Mental Health (LMH-ALF) Monitoring

Incorporated Document 10 – Supplemental Security Income and Social Security Disability Insurance Outreach, Access, and Recovery (SOAR)

Incorporated Document 11 – Expiration/Termination Transition Planning Requirements

Incorporated Document 12 – Crisis Counseling Program

Incorporated Document 13 – Tangible Property Requirements and Contract Provider Property Inventory Form

Incorporated Document 14 – Performance Outcomes Measurement Manual

Incorporated Document 15 – Prevention Services and Prevention Partnership Grants (PPG)

Incorporated Document 16 – Integration with Child Welfare

Incorporated Document 17 – Self-Directed Care (SDC) Model

Incorporated Document 18 – Behavioral Health Network (BNet) Guidelines

Incorporated Document 19 – Federal Grant Financial Management Requirements

Incorporated Document 20 – Florida Assertive Community Treatment (FACT) Guidelines

Incorporated Document 21 – Temporary Assistance to Needy Families (TANF) Guidelines

Incorporated Document 22 – Adult Respite Services f/k/a Crisis-Diversion Respite Services

Incorporated Document 23 – Women's Special Funding Substance Abuse Services for Pregnant Women and Mothers (PWM)

Incorporated Document 24 – Projects for Assistance in Transition from Homelessness (PATH) Guidelines
Incorporated Document 25 – Indigent Drug Program (IDP) Guidelines
Incorporated Document 26 – HIV Early Intervention Services Guidelines
Incorporated Document 27 – National Voter’s Registration Act (NVRA) Guidelines
Incorporated Document 28 – Family Intensive Treatment (FIT) Model
Incorporated Document 29 – Seclusion and Restraint Reporting
Incorporated Document 30 – Family Service Planning Team (FSPT)
Incorporated Document 31 – Care Coordination
Incorporated Document 32 – Suicide Prevention Best Practices
Incorporated Document 33 – Central Receiving System (CRS)
Incorporated Document 34 – Transitional Voucher
Incorporated Document 35 – State Opioid Response (SOR)
Incorporated Document 36 – Recovery Management Practices
Incorporated Document 37 – Supported Employment
Incorporated Document 38 – Juvenile Incompetent to Proceed (JITP)
Incorporated Document 39 – Co-Responder Program (CoR)
Incorporated Document 40 – Community Action Treatment (CAT) Team for Ages 0-10
Incorporated Document 41 – School Telehealth Proviso
Incorporated Document 42 – Community Action Treatment (CAT) Team
Incorporated Document 43 – Mobile Response Team (MRT)
Incorporated Document 44 - Forensic Multi-Disciplinary Team (FMT)
Incorporated Document 45 – Supported Housing
Incorporated Document 46 – Coordinated Specialty Care (CSC) for Early Serious Mental Illness (ESMI) – First Episode Psychosis (FEP)
Incorporated Document 47 – Clubhouse
Incorporated Document 48 – Family Well-being Treatment Team
Incorporated Document 49 – Intermediate Level FACT (FACT-IL) Team
Incorporated Document 50 – Family First Prevention Services Act (FFPSA) Teams (CAT Tier 2 Variation)
Incorporated Document 51 – 988 Florida Lifeline (988 FL)
Incorporated Document 52 – Coordinated Opioid Recovery (CORE) Network of Addiction Care
Incorporated Document 53 – Family Support Teams (FST)
Incorporated Document 54 – Opioid Settlement Trust Funds
Incorporated Document 55 – Children Respite Services
Incorporated Document 56 – Non-SOR Bridge Programs
Incorporated Document 57 – Incident Reporting and Analysis System (IRAS) and Continuous Quality Improvement (CQI)
Incorporated Document 58 – Children’s Short-term Residential Treatment (SRT) Program
Incorporated Document 59 – Building First Responder Resiliency: First Responder Regional Supports
Incorporated Document 60 – Treatment Alternative for Safer Communities (TASC)
Incorporated Document 61 – Behavioral Health Consultants
Incorporated Document 62 – Provider Documentation Standards – Mental Health
Incorporated Document 63 – Medication Assisted Treatment (MAT) Provider Guidance: Expectations and Responsibilities
Incorporated Document 64 – Nonclinical Documentation Standards

Incorporated Document 65 – Daily Living Activities-20 (DLA-20) Functional Assessment
 Incorporated Document 66 – Incidental Expenses

A.1.1.3 Templates

Template A – *Intentionally Left Blank*
 Template B – *Intentionally Left Blank*
 Template C – Projected Operating and Capital Budget
 Template D – Personnel Detail Record
 Template E – Agency Capacity Report
 Template F – Program Descriptions
 Template G – Submission of Information Form
 Template H – *Intentionally Left Blank*
 Template I – Invoice
 Template J – Local Match Calculation Form
 Template K – *Intentionally Left Blank*
 Template L – *Intentionally Left Blank*
 Template M – Bed Hold Request Form
 Template M2 – Forensic Bed Hold Request Form
 Template M3 – Continued Stay Request Form
 Template N – Incidental Request Approval Form
 Template O – Expenditure Reconciliation Report
 Template P – Cost Reimbursement Template
 Template Q – Network Development Template
 Template R – Respite Extension Request Form

A.1.1.4 Financial and Services Accountability Management System (FASAMS) Pamphlet 155-2, available at: [Financial and Services Accountability Management System - FASAMS | Florida DCF \(myflfamilies.com\)](https://www.myflfamilies.com/services/samh/providers/FASAMS), <https://www.myflfamilies.com/services/samh/providers/FASAMS>.

A.1.1.5 Unless otherwise specified in this Contract, all documents incorporated by reference may be located at the following LSF Health Systems webpage location: [Provider Resources – LSF Health Systems](https://www.lsfhealthsystems.org/resources/#contractdocuments), <https://www.lsfhealthsystems.org/resources/#contractdocuments>.

A.1.1.6 Copies of these documents may also be obtained from the Managing Entity, 7785 Baymeadows Way, Suite 300, Jacksonville, FL 32256.

A.1.1.7 The Department, in its role as the Mental Health and Substance Abuse Authority of Florida, shall be responsible for making final determinations regarding service delivery in the event of any perceived ambiguity within this Contract.

A.1.2 Program Specific Terms

In addition to the provisions of **Section 1.6.1.3**, the definitions in **Exhibit A1** apply to this Contract.

A.1.3 The following supplements Section 1.4

All communication, including but not limited to contract budget, policy clarifications, or other guidance must be directed to the Network Manager. The Managing Entity will communicate all final decisions in writing. The Managing Entity shall not take action on information that is communicated verbally.

A.2 STATEMENT OF WORK

There are no additional provisions to this section of the Contract.

A.3 PAYMENT, INVOICE AND RELATED TERMS

There are no additional provisions to this section of the Contract.

A.4 GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A.4.1 Notwithstanding the terms of **Section 4.6**, the Managing Entity may subcontract with Network Service Providers without advance approval in writing by the Department.

A.4.2 Insurance

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

A.4.2.1 The Network Service Provider shall notify the Network Manager within 30 calendar days if there is a modification to the terms of insurance, including but not limited to, cancellation or modification to policy limits.

A.4.2.2 The Network Service Provider acknowledges that, as an independent contractor, the Network Service Provider at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by § 284.30, F.S.

A.4.2.3 The Network Service Provider shall obtain and provide proof to the Managing Entity a comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Network Service Provider and all its employees. The limits of the Network Service Provider's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

A.4.2.4 SECTION INTENTIONALLY LEFT BLANK

A.4.2.5 If any officer, employee, or agent of the Network Service Provider operates a motor vehicle in the course of the performance of its duties under this contract, the Network Service Provider shall obtain and provide proof to the Managing Entity and the Department of comprehensive automobile liability insurance coverage. The limits of the Network Service Provider's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

A.4.2.6 SECTION INTENTIONALLY LEFT BLANK

A.4.2.7 The Network Service Provider shall obtain and provide proof to the Managing Entity of professional liability insurance coverage, including errors and omissions coverage, to cover the Managing Entity and all its employees. If any officer, employee, or agent of the Network Service Provider administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Network Service Provider under this contract, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover the Network Service Provider and all its employees. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

A.4.2.8 SECTION INTENTIONALLY LEFT BLANK

A.4.2.9 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.

A.4.2.10 All such insurance policies of the Network Service Providers, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Department as an additional insured under the policy or policies. 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.

- a. The Network Service Provider will provide the Managing Entity, at the time of the execution of this contract, a Certificate of Insurance indicating general, automobile, and professional liability coverage. The Certificate of Insurance must contain an endorsement naming "Lutheran Services Florida, Inc., d/b/a LSF Health Systems" and "Florida Department of Children and Families" along with the respective facility address as additional insured and certificate holder. The Certificate of Insurance must also contain a waiver of subrogation in favor of "Lutheran Services Florida, Inc., d/b/a LSF Health Systems" and "Florida Department of Children and Families". The Network Service Provider also agrees to indemnify the Managing Entity and the Department from and against any and all costs, claims, judgments suits or liabilities including attorney's fees related to or arising from the Network Service Provider and their performance of services under this contract. This indemnification obligation will survive the termination of this contract as applicable.

A.4.2.11 All such insurance obtained by the Network Service Provider shall be submitted to and confirmed by the Network Manager on an annual basis.

A.4.3 In addition to the requirements of **Section 4.8**, the Managing Entity shall comply with the publicity requirements mandated in § 394.9082(5)(u), F.S.

A.5 RECORDS, AUDITS AND DATA SECURITY

A.5.1 Inspections and Corrective Action

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

A.5.1.1 The Network Service Provider shall be monitored in accordance with § 402.7305, F.S., and CFOP 75-8, Policies and Procedures of Contract Oversight. The Network Service Provider shall comply with any requests made by the Managing Entity as part of the conduct of such monitoring. At no cost to the Managing Entity, the Network Service Provider shall provide complete access to all programmatic, administrative, management, budget and financial information related to services provided under this contract.

A.5.1.2 The Managing Entity will provide a written report to the Network Service Provider within 30 days of the monitoring team's exit. If the report indicates corrective action is necessary, the Network Service Provider shall provide a proposed corrective action plan for the Managing Entity's approval, except in the case of threat to life or safety of Individuals Served, in which case the Network Service Provider shall take immediate action to ameliorate the threat and associated causes.

A.5.1.3 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 .

A.5.1.4 The Network Service Provider shall comply with the Managing Entity and its authorized representatives contracted to conduct operational and financial audits in accordance with § 394.9082(3), F.S. At no cost to the Managing Entity or its authorized representatives, the Network Service Provider shall provide the right of access to all programmatic, administrative, management, budget, and financial information deemed necessary by the Managing Entity or its authorized representatives to complete the required operational and financial audits. This right also includes timely and reasonable access to the Network Service Provider's personnel for the purpose of interview and discussion related to such documents or this Contract in general. The Network Service Provider shall provide any data or information requested by the Managing Entity or its authorized representatives as part of these audits within one business day, unless a later submission date is expressly authorized by the Managing Entity. The operational and financial audits of the Network Service Provider shall consist of a review of business practices, personnel, financial records, related parties, compensation, and other areas as determined by the Managing Entity and shall include the following:

A.5.1.4.1 The services administered, the method of provider payment, expenditures, outcomes, and other information as determined by the Managing Entity.

A.5.1.4.2 Referral patterns, including the Network Service Provider's referral volume; provider referral assignments; services referred; length of time to obtain services; and key referral performance measures.

A.5.1.4.3 Provider network adequacy and provider network participation in the Managing Entity's available bed platform, the Opioid Data Management System, the Agency for Health Care Administration Event Notification Service, and other Department required provider data submissions.

A.5.1.4.4 Audits of the Network Service Provider's expenditures and claims that include the following:

A.5.1.4.4.1 Comparison of services administered through the Network Service Provider, the outcomes of the Network Service Provider's expenditures, the Network Service Provider's expenditures for behavioral health services, and any other information as determined by the Managing Entity.

A.5.1.4.2.2 Analysis of services funded by the Managing Entity rendered to individuals who are also Medicaid beneficiaries to, at a minimum, assess the extent to which the Managing Entity is funding services that are also available as covered services under the Medicaid program.

A.5.1.4.5 The Managing Entity's and its authorized representatives' rights of access shall last as long as the records are retained.

A.6 INSPECTIONS, PENALTIES, AND TERMINATION

A.6.1 Termination

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

A.6.1.1 Notwithstanding the provisions of **Section 6.2.1**, in accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Managing Entity without cause upon no less than 180 calendar days' notice in writing to the Network Service Provider unless a sooner time is mutually agreed upon in writing.

A.6.1.2 Notwithstanding the provisions of **Section 6.2.2**, this Contract may be terminated by the Network Service Provider upon no less than 180 calendar days' notice in writing to the Managing Entity unless a sooner time is mutually agreed upon in writing.

A.6.2 Dispute Resolution

The following Dispute Resolution terms shall apply to this Contract:

A.6.2.1 The parties agree to cooperate in resolving any differences in interpreting the Contract. Within five working days of the execution of this contract, each party shall designate one person with the requisite authority to act as its representative for dispute resolution purposes. Each party shall notify the other party of the person's name and business address and telephone number. Within five working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will 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 Managing Entity's Chief Executive Officer (CEO) and the Department's Deputy Assistant Secretary for Substance Abuse and Mental Health. Upon referral to this second step, the respective parties shall confer in an attempt to resolve the issue.

A.6.2.2 If the CEO and Deputy Assistant Secretary are unable to resolve the issue within 10 days, the parties' appointed representatives shall meet within 10 working days and select a third representative. These three representatives shall meet within 10 working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Department's Secretary who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action will be in Leon County, Florida.

A.7 OTHER TERMS

A.7.1 The Network Service Provider shall comply with all applicable federal and state laws and regulations and all policies, directives and guidelines published by the Managing Entity and the Department. In the event the Managing Entity amends any policies, directives, or guidelines after contract execution, the Managing Entity will provide electronic notice to the Network Service Provider.

A.7.2 **Exhibit A2** contains additional state and federal laws, rules, and regulations applicable to performance under this Contract.

A.8 FEDERAL FUNDS APPLICABILITY

There are no additional provisions to this section of the Contract.

A.9 CLIENT SERVICES APPLICABILITY

There are no additional provisions to this section of the Contract.

A.10 PROPERTY

A.10.1 The Managing Entity shall ensure that Network Service Providers comply with requirements in **Incorporated Document 13 - Tangible Property Requirements** and document compliance through the submission of the **Department's Template 1 – Provider Tangible Property Inventory Form**.