**EXHIBIT A – SPECIAL PROVISIONS**

The following provisions supplement or modify the provisions of Items 1 through 9, as provided herein:

1. **ENGAGEMENT, TERM AND CONTRACT DOCUMENT**
	1. **Contract Document**

In addition to the provisions of **Section 1.4.**, the following documents, or the latest revisions thereof, are incorporated herein and made a part of this Contract.

* + 1. **Additional Contract Exhibits**

 Exhibits A1, A2, B1, C1, C2, C3, F1 and F2

* + 1. **Guidance Documents**

Guidance 1 - Evidence-Based Guidelines

Guidance 2 - Tangible Property Requirements

Guidance 3 - Managing Entity Expiration, Termination and Transition Planning Requirements

Guidance 4 - Care Coordination

Guidance 5 - Residential Mental Health Treatment for Children and Adolescents

Guidance 6 - Outpatient Forensic Mental Health Services

Guidance 7 - State Mental Health Treatment Facility Admission and Discharge Processes

Guidance 8 - Assisted Living Facilities with Limited Mental Health (ALF-LMH) Licensure

Guidance 9 - Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach Access, and Recovery (SOAR)

Guidance 10 - Prevention Services

Guidance 11 - Juvenile Incompetent to Proceed (JITP)

Guidance 12 - Behavioral Health Network (BNet) Guidelines and Requirements

Guidance 13 - Indigent Drug Program (IDP)

Guidance 14 - Prevention Partnership Grants (PPG)

Guidance 15 - Projects for Assistance in Transition from Homelessness (PATH)

Guidance 16 - Florida Assertive Community Treatment (FACT) Handbook

Guidance 17 - Temporary Assistance for Needy Families (TANF) Funding Guidance

Guidance 18 - Family Intensive Treatment (FIT) Model Guidelines and Requirements

Guidance 19 - Integration with Child Welfare

Guidance 20 - Local Review Team

Guidance 21 - Housing Coordination

Guidance 22 - Federal Grant Financial Management Requirements

Guidance 23 - Crisis Counseling Program

Guidance 24 - Performance Outcomes Measurement Manual

Guidance 25 - National Voter Registration Act Guidance

Guidance 26 - Women’s Special Funding, Substance Abuse Services for Pregnant Women and Mothers

Guidance 27 – Central Receiving Systems Grant

Guidance 28 – Forensic Multidisciplinary Team

Guidance 29 – Transitional Voucher

Guidance 30 – Partnerships for Success (PFS)

Guidance 31 – Children’s Mental Health System of Care (CMHSOC) Grant

Guidance 32 – Community Action Treatment (CAT) Team

Guidance 33 – HIV Early Intervention Services

* + 1. **Templates**

Template 1 - Provider Tangible Property Inventory Form

Template 2 - Managing Entity Substance Abuse and Mental Health Block Grant Reporting Template Overview and Instructions

Template 3 - Narrative Report for the Substance Abuse and Mental Health Block Grant

Template 4 - Managing Entity Annual Business Operations Plan

Template 5 - ALF-LMH Forms

Template 6 - BNet Participant Forms

Template 7 - BNet Alternative Service Forms

Template 8 – *Deleted, effective 11/29/2016*

Template 9 - Local Match Calculation Form

Template 10 - Managing Entity Monthly Fixed Payment Invoice

Template 11 - Managing Entity Monthly Progress Report

Template 12 - Managing Entity Monthly Expenditure Report

Template 13 - *Managing Entity Monthly Carry Forward Expenditure Report*

Template 14 - Cost Allocation Plan

Template 15 - Managing Entity Spending Plan for Carry Forward Report

Template 16 - Women’s Special Funding Reporting Template

Template 17 - FIT Reporting Template

Template 18 - *Deleted, effective 5/18/2017*

Template 19 – Partnerships for Success Grant Drug Epidemiology Network (DENs) Report

Template 20 – CMHSOC Quarterly Report Template

Template 21 – Monthly Care Coordination Report

Template 22 – Forensic Diversion Report

Template 23 – Conditional Release Report

Template 24 – Disaster Behavioral Health (DBH) Managing Entity Supplemental Invoice and Expenditure Report

Template 25 – Forensic Multidisciplinary Team Report

Template 26 – Regional Action Steps to Forensic Goals

Template 27 – Quarterly School-Based Prevention Program Report

* + 1. Financial and Services Accountability Management System (FASAMS) Pamphlet 155-2, available at:

<https://www.myflfamilies.com/service-programs/samh/155-2/pamphlet-155-2-v13.shtml>

* + 1. Unless otherwise specified in this Contract, all documents incorporated by reference may be located at the following Department webpage location:

https://www.myflfamilies.com/service-programs/samh/managing-entities/

* + 1. Copies of these documents may also be obtained from the Department, 1317 Winewood Boulevard, Tallahassee, FL, 32399-0700.

# Program Specific Terms

In addition to the provisions of **Section 1.4.1.**, the definitions in **Exhibit A1** apply to this Contract.

## STATEMENT OF WORK

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

1. **PAYMENT, INVOICE AND RELATED TERMS**

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

1. **GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**
	1. Notwithstanding the terms of **Section 4.3.**, the Managing Entity may subcontract with Network Service Providers without advance approval in writing by the Department.
	2. **Insurance**

In addition to the provisions of **Section 4.5.**, 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 4.5.**, the provisions of this section shall prevail and control.

* + 1. The Managing Entity shall notify the Contract 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.
		2. The Managing Entity acknowledges that, as an independent contractor, the Managing Entity and its Network Service Providers at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
		3. The Managing Entity shall obtain and provide proof to the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Managing Entity and all its employees. The limits of Managing Entity’s coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.
		4. With the exception of any state agency or subdivision as defined by s. 768.28(2), F.S., the Managing Entity shall cause all Network Service Providers, at all tiers, who the Managing Entity reasonably determines to present a risk of significant loss to the Managing Entity or the Department, to obtain and provide proof to Managing Entity and the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability covering the Network Service Provider and all its employees. The limits of coverage for the Managing Entity’s Network Service Providers, at all tiers, shall be in such amounts as the Managing Entity reasonably determines to be sufficient to cover the risk of loss.
		5. If any officer, employee, or agent of the Managing Entity operates a motor vehicle in the course of the performance of its duties under this contract, the Managing Entity shall obtain and provide proof to the Department of comprehensive automobile liability insurance coverage. The limits of the Managing Entity’s coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.
		6. If any officer, employee, or agent of any Network Service Provider, at all tiers, operates a motor vehicle in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider to obtain and provide proof to the Managing Entity and the Department of comprehensive automobile liability insurance coverage with the same limits.
		7. The Managing Entity shall obtain and provide proof to the Department 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 Managing Entity administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Managing Entity under this contract, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover the Managing Entity 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.
		8. If any officer, employee, or agent of the Network Service Provider, at all tiers, provides any professional services or provides or administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider, at all tiers, to obtain and provide proof to the Managing Entity and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all Network Service Provider employees with the same limits.
		9. 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 Managing Entity, or Network Service Provider purchasing the insurance.
		10. All such insurance policies of the Managing Entity and its 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 Managing Entity 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 Department as an additional insured or a form of additional insured endorsement that is acceptable to the Department in the reasonable exercise of its judgment.
		11. All such insurance proposed by the Managing Entity shall be submitted to and confirmed by the Contract Manager annually by March 31.
1. **RECORDS, AUDITS AND DATA SECURITY**
	1. **Inspections and Corrective Action**

In addition to the terms of **Section 5.2.**, the following requirements shall apply to this Contract.

* + 1. The Managing Entity shall be monitored in accordance with s. 402.7305, F.S., and CFOP 75-8, Policies and Procedures of Contract Oversight. The Managing Entity shall comply with any requests made by the Department as part of the conduct of such monitoring. At no cost to the Department, the Managing Entity shall provide complete access to all programmatic, administrative, management, budget and financial information related to services provided under this contract.
		2. The Department will provide a written report to the Managing Entity within 30 days of the monitoring team’s exit. If the report indicates corrective action is necessary, the Managing Entity shall provide a proposed corrective action plan for the Department’s approval, except in the case of threat to life or safety of Individuals Served, in which case the Managing Entity shall take immediate action to ameliorate the threat and associated causes.
		3. The Managing Entity shall cooperate at all times with the Department 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 Department.
1. **PENALTIES, TERMINATION AND DISPUTE RESOLUTION**
	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.

* + 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 Department without cause upon no less than 180 calendar days’ notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.
		2. Notwithstanding the provisions of **Section 6.2.2.**, this Contract may be terminated by the Provider upon no less than 180 calendar days’ notice in writing to the Department unless a sooner time is mutually agreed upon in writing.
	1. **Dispute Resolution**

In addition to the terms of **Section 6.3**., the following Dispute Resolution terms shall apply to this Contract:

* + 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 Regional Managing Director (RMD). Upon referral to this second step, the respective parties shall confer in an attempt to resolve the issue.
		2. If the CEO and RMD 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 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.
1. **OTHER TERMS**
	1. The Managing Entity shall comply with all applicable federal and state laws and regulations and all policies, directives and guidelines published by the Department. In the event the Department amends any policies, directives, or guidelines after contract execution, the Department will provide electronic notice to the Managing Entity.
	2. **Exhibit A2** contains additional state and federal laws, rules, and regulations applicable to performance under this Contract.
2. **FEDERAL FUNDS APPLICABILITY**

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

1. **CLIENT SERVICES APPLICABILITY**
	1. The Managing Entity shall provide training to direct care staff for its subcontracted Network Service Providers in Circuit 4 with crisis stabilization units that will include symptomology or unique clinical issues faced by the deaf or hard of hearing. The training will be provided by a mental health or related professional with documented experience working with deaf people in mental health settings, on the topic of working with deaf or hard of hearing patients in a mental health setting.
	2. In addition to the provisions of **Section 9.3.,** the Managing Entity shall include the following provisions in its subcontracts with Network Service Providers:
		1. The Network Service Provider shall make a certified interpreter for the deaf or hard of hearing consumer or companion available as soon as possible, but in any case no later than two (2) hours from the time the client requests an interpreter, whichever is earlier.
		2. The Network Service Provider shall designate an ADA/Section 504 Officer.
		3. When auxiliary aids and services are necessary, the Network Service Provider shall maintain a document which allows the deaf or hard of hearing client to make a choice of an auxiliary aid or service, e.g. interpreter, CART, writing, and the provider will honor that unless another effective means of communication exists, or use of the means chosen would not be required by law. The document shall be maintained in the client’s file throughout the treatment period.
		4. The Network Service Provider shall display the Department’s Nondiscrimination Policy and Deaf or Hard of Hearing posters in the main entrances to buildings, lobby areas, waiting areas, and on bulletin boards.
		5. All direct care staff shall be trained annually on how to obtain assistive devices, auxiliary aids, or other reasonable accommodations, and how to provide assistance to persons with disabilities and those with Limited English Proficiency. This training is mandatory and will be tracked. Training shall include:
			1. Procedures for serving customers and potential customers or companions who are deaf or hard of hearing, blind or who have low vision, mobility disabilities, or are Limited English Proficient.
			2. Awareness of persons who are deaf, hard of hearing, have speech disabilities, who are blind or who have low vision, have reading disabilities, dyslexia, or mobility disabilities.
			3. Communication options available.
			4. How to provide auxiliary aids and services for qualified customers and potential customers, or companions, i.e. how to access or purchase auxiliary aids, including but not limited to, interpreter and Communication Access Real-time Translation (CART) services and physical modifications.
			5. Requirements for making meetings, conferences and services accessible.
			6. Awareness of the Auxiliary Aids and Service Plan for Person with Disabilities and Limited English Proficiency, including how to access the Plans for reference.

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