



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Health and Rehabilitative Services, hereinafter referred to as the "department", and Mental Health Center of Jacksonville, Inc., a not-for-profit corporation, hereinafter referred to as the "provider".

The parties agree:

I. The Provider Agrees:

- A. To provide services according to the conditions specified in Attachment I.
- B. Federal Laws and Regulations:
1. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and other applicable regulations as specified in Attachment I.
 2. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), Section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
- C. Audits and Records:
1. To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
 2. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the department, as well as by federal personnel.
 3. To maintain and file with the department such progress, fiscal, inventory, and other reports as the department may require within the period of this contract. Such reporting requirement must be reasonable given the scope and purpose of this contract.
 4. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
 5. To provide a financial and compliance audit to the department as specified in Attachment II. Additional audit requirements are specified in Attachment I, Special Provisions, Section D.

D. Retention of Records:

1. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.
2. Persons duly authorized by the department and federal auditors, pursuant to 45 CFR, Part 74.24(a),(b), and (d), shall have full access to and the right to examine any of said records and documents during said retention period.

E. Monitoring:

1. To provide progress reports, including data reporting requirements as specified in Attachment I. These reports will be used for monitoring progress or performance of the contractual services as specified in Attachment I.
2. To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods and services of the provider and/or interview any clients and employees of the provider to be assured of satisfactory performance of the terms and conditions of this contract. Following such inspection the department will deliver to the provider a list of its comments with regard to the manner in which said goods or services are being provided. The provider will rectify all noted deficiencies provided by the department within the specified period of time set forth in the comments, or provide the department with a reasonable and acceptable justification for not correcting the noted shortcomings. The provider's failure to correct or justify within a reasonable time as specified by the department may result in the withholding of payments, being deemed in breach or default, or termination of this contract.

F. Indemnification:

1. Any provider who is not a state agency or subdivision, as defined in Chapter 768.28, Florida Statutes, or not a private university, agrees:

To be liable for and to defend, to the extent allowed by law, the department, upon receiving timely written notification from the department, against all claims, suits, judgements, or damages, including costs and attorney's fees, arising out of the negligent acts or omissions of the provider in the course of the operation of this contract. Where the provider and the department commit joint negligent acts, the provider shall not be liable for nor have any obligation to defend the department with respect to that part of the joint negligent act committed by the department. In no event shall the provider be liable for or have any obligation to defend the department against such claims, suits, judgements, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the department.

2. Any provider who is a state agency or subdivision, as defined in Chapter 768.28, Florida Statutes, or is a private university, agrees:

To be fully responsible for its acts of negligence, or its agents' acts of negligence, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any provider to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

G. Insurance

1. To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract. The provider accepts full responsibility for identifying the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program. The department reserves the right to specify additional insurance requirements where appropriate.
2. If the provider is a county, municipality or a state agency as defined by Section 768.28, Florida Statutes, the provider shall furnish the department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with the state regulations and federal regulations (45 CFR, Part 205.50), except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Client Information

To submit management, program, and client identifiable data, as specified by the department in Attachment I, to the department for inclusion in the HRS Client Information System.

J. Assignments and Subcontracts

To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department. No such approval by the department of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the department in addition to the total dollar amount agreed upon in this contract. All such assignments or subcontracts shall be subject to the conditions of this contract (except Section I, Paragraph 0) and to any conditions of approval that the department shall deem necessary.

K. Financial Reports

To provide financial reports to the department as specified in Attachment I.

L. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the provider by the department. The provider shall return any overpayment to the department within forty (40) calendar days after either discovery or notification of the overpayment. In the event that the provider or its independent auditors discovers an overpayment has been made, the provider shall repay said overpayment within forty (40) calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery.

For state universities, should repayment not be made within forty (40) calendar days after the date of notification, the department will notify the State Comptroller's Office who will then enact a transfer of the amounts owed from the state university's account to the account of HRS.

M. Unusual Incident Reporting

If services to clients will be provided under this contract the provider and any subcontractors shall report to the department unusual incidents in a manner prescribed in HRS 0-10-1.

N. Transportation Disadvantaged

If clients will be transported under this contract, the provider will subcontract with the designated Coordinated Community Transportation Provider, in accordance with the local Memorandum of Agreement, or otherwise comply with the provisions of Chapter 427, Florida Statutes. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, HRS Accounting Procedures Manual.

O. Purchasing

It is expressly understood and agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitation Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Section 946.515(2)(4), Florida Statutes. For purposes of this contract, the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with PRIDE. This clause is not applicable to any subcontractors, unless otherwise required by law.

P. Civil Rights Certification

The provider gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, HRS Forms 946 A and B, if so requested by the department.

The provider assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.

2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.

3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

6. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The provider agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the provider, its successors, transferees, and assignees for the period during which such assistance is provided. The provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the provider understands that the Grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

Q. Requirements of Section 287.058, Florida Statutes:

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes. The department may establish rates lower than the maximum provided in Section 112.061.
3. To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment.
4. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A.2 of this contract.
5. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the provider in conjunction with this contract. It is expressly understood that substantial evidence of the provider's refusal to comply with this provision shall constitute a breach of contract.

R. Withholdings and Other Benefits:

1. The provider is responsible for Social Security and Income Tax withholdings.
2. The provider is not entitled to state retirement or leave benefits except where the provider is a state agency.
3. Unless justified by the provider and agreed to by the department in Attachment I, Special Provisions, Section D the department will not furnish services of support normally available to career services employees (e.g., office space, office supplies, telephone service, secretarial, or clerical support).

S. Sponsorship

As required by Section 286.25, Florida Statutes, when sponsoring a program financed wholly or in part by department funds, including any funds obtained through this contract, the provider assures that all notices, informational pamphlets, press releases, advertisements,

descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement: "Sponsored by Mental Health Center of Jacksonville, Inc.

PROVIDER

and the State of Florida, Department of Health and Rehabilitative Services". If the sponsorship reference is in written material, the words "State of Florida, Department of Health and Rehabilitative Services" shall appear in the same size letters or type as the name of the organization.

T. Discounted Invoices

To allow a N/A percent discount on selected invoices which are paid in less than N/A days. The provider must clearly mark any invoice with the discount if it is to be allowed. The provider may submit invoices with or without the negotiated discount terms. The department shall comply with Section 215.422(4), Florida Statutes, if a discounted invoice is offered.

U. Final Invoice

The provider must submit the final invoice for payment to the department no more than 120 days after the contract ends or is terminated; if the provider fails to do so, all right to payment is forfeited, and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all evaluation and financial reports due from the provider, and necessary adjustments thereto, have been approved by the department.

II. The Department Agrees:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$ 4,502,530.00, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to Section 215.422, Florida Statutes, the voucher authorizing payment of an invoice submitted to the department shall be filed with the State Comptroller not later than twenty (20) days after the receipt of the invoice and receipt, inspection and approval of the goods or services, except that in the case of a bona fide dispute the voucher shall contain a statement of the dispute and authorize payment only in the amount not disputed. Such approval is for the purpose of authorizing payments and does not constitute a final approval of services purchased under this contract. The date on which an invoice is deemed received is the date on which a proper invoice is first received at the place designated by the department. A payment is deemed to be issued on the first working day that payment is available for delivery or mailing to the provider. If a warrant in payment of an invoice is not issued within forty (40) days after the receipt of the invoice and receipt, inspection, and approval of the goods and services, the department shall pay to the provider, in addition to the amount of the invoice, interest at a rate of one (1) percent per month calculated on a daily basis on the unpaid balance from the expiration of such forty (40) day period until such time that the warrant is issued to the provider. The temporary unavailability of funds to make a timely payment due for goods or services does not relieve the department from this obligation to pay interest penalties.

III. The Provider and Department Mutually Agree:

A. Effective Date:

1. This contract shall begin on July 1, 1990 or on the date on which the contract has been signed by both parties, whichever is later.
2. This contract shall end on June 30, 1991.

B. Termination:

1. Termination at Will

This contract may be terminated by either party upon no less than one-hundred eighty (180) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds.

3. Termination for Breach

Unless the provider's breach is waived by the department in writing, the department may, by written notice to the provider, terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the department may employ the default provisions in Chapter 13A-1, Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or to damages.

C. Notice and Contact

The name and address of the contract manager for the department for this contract is:
Linda Starrett, Post Office Box 2417
Jacksonville, Florida 32231-0083

The name and address of the representative of the provider responsible for administration of the program under this contract is:
Charles Landreth, Post Office Box 9010
Jacksonville, Florida 32208

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

D. Renegotiation or Modification:

1. Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed. The parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.
2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

07/01/90

Alcohol, Drug Abuse and Mental Health Services

ATTACHMENT I

A. Services To Be Provided

The provider will ensure the provision of state funded services specified in the approved District Plan for Alcohol, Drug Abuse and Mental Health Services. The provider is responsible for the administration and/or provision of alcohol and/or drug abuse and/or mental health programs in the county(ies) of Baker, Clay, Duval, and Nassau.

B. Manner of Service Provision

1. The provider will comply with the federal and Florida pharmaceutical rules, regulations, and statutory requirements as specified in Chapter 465, Florida Statutes, as appropriate.

2. The provider will comply with Chapters 394, 396, and 397, F.S., and Chapters 10E-4, 10E-5, 10E-10, 10E-12, 10E-13, 10E-14, 10E-15 and 10E-16 Florida Administrative Code, as appropriate.

3. The provider will comply with all other applicable state standards, provided they are specified in Florida Statutes or Administrative Rules established by the department or made known in writing to the provider with thirty (30) days advance notice.

4. The provider will comply with the Alcohol and Drug abuse and Mental Health Services (ADMS) Block Grant Program, Section XIX Parts B and C of the Public Health Services Act as amended by P.L. 101-93, the Drug Abuse Treatment Technical Corrections Act of 1989 (ACT).

5. The provider agrees to negotiate a set of program objectives and outcome measures by N/A (date) as delineated in Exhibit G.

C. Method of Payment

1. The department will participate in up to 75 percent of approved cost, unless otherwise indicated on Exhibit A, as determined by Chapter 394 and 397, F.S., Chapter 10E-14, F.A.C., Chapter 10E-13, F.A.C., or legislative proviso. The amount of departmental participation must not exceed \$4,502,530.00 as detailed in Exhibit A of this contract.

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ATTACHMENT I (Cont.)

2. The provider will secure local match in the amount of \$1,407,589.00 as identified in the approved total agency line item operating budget (Exhibit B) for the funding sources specified in Exhibit A.

3. The provider agrees to participate in the Title XIX Florida Medicaid Program as defined in the Community Mental Health/Alcohol Services Program, Section 10C-7.525, F.A.C., and will:

- a. Pursue and submit vouchers on all Medicaid eligible clients for Medicaid eligible services.
- b. Identify and report Medicaid earnings separate from all other fees. Medicaid earnings are state funds and cannot be used as local match.

4. The provider agrees to participate in the ADAMH Block Grant Program and will:

- a. Ensure ADAMH Block Grant funds are not used to fund inpatient services. Inpatient services are defined as inpatient services delivered in a licensed hospital.
- b. Ensure that ADAMH Block Grant funds are not used to make cash payments to intended recipients of health services.
- c. Ensure that ADAMH Block Grant funds are accounted for in a manner that permits separate reporting.
- d. Ensure that ADAMH Block Grant funds are not used to satisfy any requirement for the expenditure of non-federal funds as a condition of the receipt of federal funds.
- e. Ensure that ADAMH Block Grant funds are not used for the purpose of purchasing or improving land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility, or to purchase major medical equipment.
- f. Ensure that ADAMH Block Grant funds are not used to provide financial assistance to any entity other than a public or nonprofit private entity.

ATTACHMENT I (Cont.)

5. Payment System

a. The provider may request an advance of the expected cash needs for each of the initial three months. Subsequent payments will be on a reimbursement basis by submission of actual monthly expenditure reports.

b. The department may release less money than requested for reimbursement when the release of such amounts would cause the provider to receive an amount in a given month which exceeded the pro rata share of the total contracted amount. (Pro rata share is defined as the balance of the contract amount divided by the remaining months in the contract.)

c. The department may release more than the monthly pro rata share of the contract amount only for one time, nonrecurring expenditures, provided the terms which specify month(s) and amount(s) to be requested are included as a part of this contract.

d. The department may reduce or withhold a request for advance or reimbursement by the amount due to a provider determined out of compliance with the terms of the contract.

e. The department's decision to reduce or withhold funds shall be in writing and submitted to all involved parties.

f. Purchased Client Services (Baumgartner) shall be by reimbursement on a per diem or per service basis. A record of the attendance and a request for reimbursement must be submitted as mandated under Section 397.19, F.S., and as prescribed by the department.

g. The provider must submit to the department a final expenditure report based on audited data no more than 120 days after the contract ends or is terminated. If any differences exist between final audited data and the final expenditure report, the provider must prepare a reconciliation.

h. The provider agrees to ensure that the unused amount of advanced funds are temporarily invested in an interest bearing account. Interest earned on these deposits shall be returned to the department on a monthly basis.

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ATTACHMENT I (Cont.)

i. The department will support the provider in the event of state or federal disallowance of any expenditures which have been made pursuant to written approval of the department.

D. Special Provisions

1. Fee Schedule

The provider will develop a sliding fee schedule and fee collection policy which will be used to determine the amount of payment based on the ability or inability of a client to pay for services received. The fee schedule and fee collection policy shall be approved by the provider's board of directors and reviewed and approved by the department.

2. Grievance Procedures

The provider will establish procedures through which applicants for services may present grievances about the operation of the contract. The provider will advise applicants of the right to appeal a denial or exclusion from the program, of failure to take account of a client's choice of service and of their right to a fair hearing to the final governing authority of the agency.

3. Clinical Records

Chapter 394.459(9), F.S., exempts clinical records as public records to protect client confidentiality and compliance with federal law.

4. Required Reports

The provider will submit financial and programmatic reports that are specified in Exhibit C, to the department as prescribed by the department.

5. Audit Reports and Related Parties Transactions

a. The audit report must include a financial statement and a consolidating schedule consisting of a balance sheet and an income statement for each related party as defined in Chapter 10E-14.016, F.A.C.

ATTACHMENT I (Cont.)

b. The audit report shall itemize all transactions among related parties and identify if these transactions were cost or cost plus mark-up. The final Summary Operating Budget, HRS-MH Form 3085, and the final Year-End Expenditure and Income Report, HRS-MH Form 3088, must be revised to include related party information.

6. Project Independence

The department has implemented Project Independence, an initiative to assist public assistance recipients to enter and remain in gainful employment. Employment of Project Independence participants is a mutually beneficial goal for the provider and the department in that it provides qualified entry level employees needed by many providers and provides substantial savings to the citizens of Florida. The provider or its agent agrees to notify the department of entry level employment opportunities associated with this contract which require a high school education or less. The department will provide information to the provider identifying Project Independence clients who are referred to the provider. In the event that the provider or its agent employs a person who was referred by the department's Project Independence office, the provider will notify the department.

7. Documentation of Travel Expense

The provider will maintain documentation of travel expenses on the state of Florida Voucher for Reimbursement of Travel Expense, Form C-676C (HRS, Feb., 83) or an auditable format which contains all of the essential data elements required by Form C-676C. This information will be retained at the provider agency as supporting documentation subject to audit.

8. Performance Objectives and Outcome Measures

Pursuant to Florida Statute 381.0615(3)(a) the provider shall maintain data on the outcome measures specified in Exhibit G for the types of services provided under this contract and shall submit such data to the department upon request.

ATTACHMENT I (Cont.)

9. District IV Specific Provisions

a. Where activities supported by this contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the department to do so. If the materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this contract, shall be entitled to use the copyright patent or trademark without prior written consent of the Department of State.

b. The provider shall make every reasonable effort to collect all available third-party payments and client fees.

c. When a facility employee who has client-related duties is suspected of abuse/neglect, the Provider agrees to make a determination in each case as to whether or not clients are or are not at risk by the continued association of the employee with such clients during an abuse/neglect investigation. The Provider shall take appropriate personnel action to ensure the maximum protection of HRS clients.

d. The Provider agrees to obtain and maintain at all time during the terms of this Agreement, a fidelity bond covering the activities of designated employees as required by the Department in any amount acceptable to the Department. Written verification of said bond will be furnished to the Department by October 1, 1990. Said designated employees shall be any Provider employee that has direct access to program funds. Said amount of bond shall equal the amount of the Department's advance to the Provider and/or a sum equal to two (2) months contracted cash flow.

e. The Provider will develop and/or update the agency disaster plan for service continuance in the event of any emergency or disaster occurring within the district. Further, the Provider will comply with the Florida Natural Disaster Plan (1979) for the provision of Crisis Counseling services through Community Mental Health Provider Centers in the event of a declared disaster.

ATTACHMENT I (Cont.)

f. The Provider agrees to provider staff to implement District IV's plan for providing services to the chronically mentally ill in the event of a natural disaster that requires evacuation of said clients to Northeast Florida State Hospital.

g. Any automated Data Processing equipment (computers, hardware and software) purchased by the Department for the purpose of establishing the Continuity of Care Information System and placed at a Provider's site will remain the property of the State of Florida Department of Health and Rehabilitative Services and is loaned to the Provider.

h. The parties to this contract acknowledge a disagreement over the appropriate characterization and treatment of Medicaid earnings by the Provider. In view of that disagreement, it is specifically agreed that the providers will not be stopped from challenging the Department's treatment of Medicaid earnings through administrative and/or judicial proceedings. In the event a determination favorable to the Provider is obtained, the terms of this contract will be modified so as to be consistent with such determination.

i. An Agency Operating Plan (AOP) will be submitted in a format as designated by the Department and approved by 4DPOADM prior to the completion of the price level amendment. The agency will provide services in accordance with the AOP unless a change has been approved by the designated ADM Program Director or Program Specialist in writing prior to the implementation.

j. The Department Client Manager for this contract is Letty Ballard. All communications for problem resolution shall be directed to the Client Manager. All invoices for payment, and required reports shall be directed to the Contract Manager.

k. Providers serving multiple counties under this contract will maintain revenue and expenditures by county in a format that is comparable to the Department's other financial reports and is to be made available to the Department within 14 days of the request.

l. Allowable expenditures for the Indigent Drug Program (cash) shall not exceed five percent of the State allowable cost.

ATTACHMENT I (Cont.)

m. The Provider will send a Quarterly Revenue Report with the Quarterly Expenditure Report Form 3087. The Quarterly Revenue Report will include the data found on the Summary Operating Budget, Form 3085, items #17 through and including #23 in detail whereby the Department can determine if the revenue collections are occurring as projected. The Provider will need to explain any differences between actual collections and the Summary Operating Budget projections in this report.

n. In accordance with Attachment II, "Financial and Compliance Audits," the provider agrees to obtain a financial and compliance audit. Two additional copies of the audit and related correspondence will be sent to the Department's contract manager.

o. The Provider will submit a copy of the request for match made to each county commission or local government body (at the time of their submission) for review by the District Alcohol, Drug Abuse and Mental Health office.

p. The Department will not participate in or recognize as an allowable expenditure any expenses incurred in salaries which exceed the District cap of 5.3% on salary increases from FY 1989/90 to FY 1990/91. For the purpose of this provision, only total personnel who have remained in the same position from FY 1989/90 to FY 1990/91 will be used to determine whether the 5.3% cap was exceeded. Any exception will require a written request to the Contract Manager for approval by the District Four Administrator.

q. If this contract (rate agreement) contains federal funding in excess of \$100,000, the provider must complete the Certification Regarding Lobbying form, Attachment III. If a disclosure form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms, if required, must be completed and returned to the contract manager prior to the execution of this contract (rate agreement).

r. Attachment I, C. "Method of Payment", Item 4.f. is added to read as follows:

"f. To ensure that block grant funds are not used to pay any salaries at a rate in excess of \$120,000 per year."

s. The provider will give pregnant women the highest priority for admission to all HRS funded Alcohol, Drug Abuse and Mental Health treatment programs.

7/1/90

ADM Services

ATTACHMENT I (Cont.)

t. The provider agrees that day treatment services at all locations shall be physically and psychologically accessible to all eligible clients. The provider further agrees to obtain prior approval from the Alcohol, Drug Abuse and Mental Health Program Office before establishing any new or extended day treatment sites.

u. The provider agrees that peer support groups will be conducted. The provider agrees that periodic meetings of the support groups or designated leaders of the groups to solicit input/feedback on services will be held.

ALCOHOL, DRUG ABUSE AND MENTAL HEALTH SERVICES
FUNDING DETAIL
EXHIBIT A

(Alcohol and Drug Services) Funding Source	OCA	Alcohol	OCA	Drug Abuse	OCA	Substance Abuse	OCA	Baumgartner
1. GENERAL REVENUE								
a. ADAMH Services	GR000	52287	GR000	64840	GR000		GR000	
2. ADAMH BLOCK GRANT								
a. ADAMH Services	19000		19000		19000			
b. ADAMH Project Grants*								
	19000							
c. Services for Women	1900W		1900W		1900W			
d. ADAMH Prevention	27000		27000		27000			
e. Prevention/Outreach IV Drug Abuse	2700I		2700I		2700I			
f. ADAMH Prevention-Women	2700W		2700W		2700W			
g. Sub.Abuse and Women at Risk for AIDS/Prevent.	270WI		270WI		270WI			
h. IV Drug Abuse at Risk of AIDS	GK000		GK000		GK000			
i. Substance Abuse Women at High Risk of AIDS	GK00W		GK00W		GK00W			
3. TASC								
a. Adult TASC			KX000					
b. Juvenile TASC			GG000		GG000			
4. LEGISLATIVELY APPROVED PROJECTS								
a. _____								
b. _____								
c. _____								
d. _____								
Sub-Total A & D (Items 1-4)		52287		64840		0		0
Grand Total A & D (Items 1-4)								117127

* Amounts do not require local matching funds

FUNDING DETAIL

EXHIBIT A

(Mental Health Services)

Funding Source	OCA	Baker Act	OCA	Mental Health	OCA	Indigent Drugs
5. GENERAL REVENUE						
a. ADAMH Services	GR000	1852976	GR000	562795		
b. ARTS			EI000			
(1) Non-Residential						
(2) Residential*						
(3) Case Management*				277756		
c. GRTS			K7000			
(1) Non-Residential						
(2) Residential*						
(3) Case Management*						
d. FORENSIC			K6000	233846		
6. ADAMH BLOCK GRANT						
a. ADAMH Services			19000	771997		
b. ADAMH Project Grants*						
c. Children and Adolescents			19000			
d. Unserved/Underserved Pop.			1900A	65315		
7. HOMELESS			1900U			
8. CCMS CASE MANAGERS			GX000			
9. INDIGENT DRUG			L7000	53657		
a. Credit at F.S.H.**						109275
b. Cash					GR000	38081
10. LEGISLATIVELY APPROVED PROJECTS						
a. COMMUNITY SUPPORT (ACLF)			19000	100151		
b. S.R.T./CHILDREN	GR000	291967				
c.						
d.						
Sub-Total MH (Items 5-10)		2144943		2065517		147356
Grand Total MH (Items 5-10)						4357816

* Amounts do not require match

** Represents credit value at Florida State Hospital

ALCOHOL, DRUG ABUSE AND MENTAL HEALTH SERVICES SUMMARY OPERATING BUDGET

JULY 1, 19 90 THROUGH JUNE 30, 19 91

1. AGENCY: Mental Health Center of Jacksonville, Inc. 2. DATE 5-21-90 3. PROPOSED FINAL REVISION#
 4. ADDRESS: P.O. Box 9010 Jacksonville, FL 32208 5. CONTACT PERSON: Doug Nordby

EXPENDITURE CATEGORIES	PROGRAM SERVICE COMPONENTS								
	OUTPATIENT	RESIDENTIAL	DAY/NIGHT	INPATIENT	EMR/STAB/	CASE MGT.	C&E PREVEN.	ADMINISTRA.	TOTAL
6. PERSONNEL	163,463		396,358		3,247,402	661,639		1,008,024	5,476,886
7. CAPITAL OUTLAY					14,900	20,000		28,500	63,400
8. CONTRACTUAL SVCS.	763,264				461,900	2,400			1,227,564
9. EXPENSES	36,149		314,170		691,854	519,023		369,001	1,930,197
10. TOTAL	962,876		710,528		4,416,056	1,203,062		1,405,525	8,698,047

STATE MENTAL HEALTH FUNDING SOURCES

11. COMM. MENTAL HEALTH									
A. NON-BLOCK GRANT	113,264				552,125	131,252			796,641
B. ARTS						277,756			277,756
C. GRTS									
D. BLOCK GRANT					837,312	53,657			890,969
E. LEGISLATIVE PRO.					100,151				100,151
12. BAKER ACT SERVICES									
A. NON-BLOCK GRANT					1,852,976				1,852,976
B. LEGISLATIVE PRO.					291,967				291,967
13. COMM. ALCOHOL									
A. NON-BLOCK GRANT					52,287				52,287
B. BLOCK GRANT									
C. LEGISLATIVE PRO.									
14. COMM. DRUG ABUSE									
A. NON-BLOCK GRANT					64,840				64,840
B. TASC									
C. BLOCK GRANT									
D. LEGISLATIVE PRO.									
15. OTHER									
A. CHILDREN					27,587				27,587
B. SUBSTANCE ABUSE									
1. NON-BLOCK GRANT									
2. BLOCK GRANT									
3. LEGISLATIVE PRO.									
C. BAUMGARTNER									
D. INDIGENT DRUG	6,000				96,881	44,475			147,356
16. SUB TOTAL	119,264				3,876,126	507,140			4,502,530

Exhibit # 107

OTHER FUNDING SOURCES-EXPENDITURES

17. OTHER ST/FED	18. LOC-CITY/CITY	19. IN-KIND	20. PROG INC	21. FEES	22 DONATION	23. OTHER	24. SUB-TOTAL
177,059	1,382,296	58,600	62,400	600,823	1,800	1,912,539	4,018,458
25. 8,698,047							

FOOTNOTES: (1)

Block 23 represents medicaid earnings, exclusive of medicaid transportation

26. This budget is being submitted in accordance with Section 384.74(3)(d), Florida Statutes, which requires a line-item operating budget by program service component of the Service Provider Agency's entire proposed Operating Budget.

Approved by: [Signature] 5/27/90
 (Provider) Board President Date

[Signature] 5/29/90
 (Provider) Executive Director Date

[Signature] 5/30/90
 (HRS) District Administrator Date

07/01/90

Alcohol, Drug Abuse and Mental Health Services

REQUIRED REPORTS

EXHIBIT C

<u>Report</u>	<u>Due Date</u> <u>As required with</u> <u>budget changes</u>	<u>Copies</u>
1. Summary Operating Budget, HRS-MH 3085		<u>3</u>
2. Budget Detail, HRS-MH 3086-A; Personnel Detail Record, HRS-MH 3086-B; and Budget Narrative	As required with budget changes 45 days following	<u>3</u>
3. Quarterly Expenditure Report, HRS-MH 3087	the end of the quarter 10th of the month	<u>3</u>
4. Monthly Expenditure Report and Reimbursement Request, HRS-MH 1005	preceding the month for which an advance/ reimbursement is being requested	<u>3</u>
5. Year-End Expenditure and Income Report, HRS-MH 3088	<u>10/30/91</u>	<u>3</u>
6. Quarterly Caseload Status and Demographic Report and Agency Services Summary	15 days following the end of the quarter	<u>2</u>
7. Response to Monitoring Reports	<u>as required</u>	<u>as requested</u>
8. Required Reports for Performance Review	<u>as required</u>	<u>as requested</u>
9. Annual Financial and Compliance Audit Report	<u>10/28/91</u>	<u>3</u>
10. Community Forensic Program Quarterly Caseload Status and Demographic Report (Copy to PDADM and 4DPOADM)	15 days following the end of the quarter	<u>2</u>
11. Referral Program Request for Payment (Baumgartner)	<u>N/A</u>	<u>N/A</u>
12. Client Data Acquisition Process (CODAP) ALL reports to PDADM and copy 4DPOADM on client Flow Summary Report only.		
a. Admission Report	<u>Last day of the month</u>	<u>1</u>
b. Discharge Report	<u>Last day of the month</u>	<u>1</u>

Exhibit C

Page 1 of 2

07/01/90

ADM Services

EXHIBIT C (Cont.)

<u>Report</u>	<u>Due Date</u>	<u>Copies</u>
c. Client Flow Summary	<u>Last day of the month</u>	<u>1</u>
13. TASC Statistical Report (Copy to PDADM and 4DPOADM)	<u>N/A</u>	<u>N/A</u>
14. Florida Alcoholism Treatment and Research Center Discharge Form (FATC No. 188R)	<u>N/A</u>	<u>N/A</u>
15. Substance Abuse Provider Waiting List Report Form (Copy to PDADM and 4DPOADM)	<u>N/A</u>	<u>N/A</u>
16. HRS Data Report Form, Client Demographics Checklist for Children's Nonresidential Services Quarterly Report (Copy to PDADM and 4DPOADM)	<u>15 days following the end of the quarter</u>	<u>2</u>
17. Progress Reports for Contracted Case Management Services:		
a. State Hospital Progress Report	<u>N/A</u>	<u>N/A</u>
b. Residential Progress Report	<u>N/A</u>	<u>N/A</u>
18. HRS Data Report Form Prevention Services Quarterly Report	<u>N/A</u>	<u>N/A</u>
19. Other reports as defined by 4DPOADM on the District 4 Master Report Due List.	<u>as required</u>	<u>as requested</u>

Exhibit # C

Page 2 of 2

07/01/90

Alcohol, Drug Abuse and Mental Health Services

PROGRAM OBJECTIVES AND OUTCOME MEASURES

EXHIBIT G

- N/A 1. Community Mental Health Services N/A percent of Adult Residential and Treatment System (ARTS) admissions and readmissions will be from state hospitals or Baker Act alternative programs.
2. At a minimum 15 percent of all admissions to community mental health program shall be age 55 or older.
- N/A 3. At least N/A percent of children (18 or younger) referred to mental health services will be from CYF.
- N/A 4. Community Mental Health Services - ARTS and GRTS residential facilities will achieve a minimum utilization rate of 85 percent.
5. Community Forensic In-Jail Program - 100 percent of referred detainees will be screened for determination of need for mental health services.
- N/A 6. At a minimum N/A percent of all admissions shall be from the criminal justice system; i.e., courts, parole and probation, TASC, etc.
7. 100 percent of all clients who receive a documented alcohol or drug abuse assessment shall have a written discharge plan establishing appropriate follow-up care. This will be measured by quality assurance programs and client management monitoring. Nassau County Only

Children's ADM Programs

8. 80 % of the children admitted to the program under this contract will meet 80 % of their treatment plan objectives.
- N/A 9. Alpha Programs Only
 - a. *N/A % of the children will demonstrate improved behavior upon program completion. Problem behavior will be considered improved if there is a 50 percent reduction in the problem behaviors identified for each

Exhibit # G

Page 1 of 2

EXHIBIT G (cont.)

child on the Walker Behavioral Checklist administered at the time of program entry when compared with the results of the behavior checklist administered upon program completion. Prior approval must be obtained from the department if any other behavioral assessment instrument is used for this purpose.

* N/A% of the children will show at least six months growth in academic functioning upon program completion as measured by one of the following standardized test (i.e., CTBS, SSAT, TIMMS, etc.)

* N/A% of the children who complete the ALPHA program will not become involved in drug/alcohol abuse after one year of program completion as evidenced by self-report or report of others or check of records from HRS or police or schools.

* Statewide average is 85 percent.

07/01/90

Alcohol, Drug Abuse and Mental Health Services

SPECIAL REQUIREMENTS FOR
COMMUNITY FORENSIC PROJECTS

EXHIBIT E

1. On or before October 1, 1990, providers of new community forensic projects will have a written plan of operation approved by the HRS district administrator and the Alcohol, Drug Abuse and Mental Health Program Office accordance with established guidelines.

The plan will include:

- (a) provision for training of criminal justice personnel;
and
 - (b) provision to ensure that a written record of client evaluation and treatment, which is consistent with departmental standards, is maintained for the duration of service to the client.
2. Providers of community forensic projects will submit the "Community Forensic Program Quarterly Caseload Status and Demographic Report", as specified in Exhibit C.
 3. Providers of community forensic projects will be monitored annually to ensure compliance with the approved plan of operation.

Exhibit # E

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Alcohol, Drug Abuse and Mental Health Services

SPECIAL REQUIREMENTS FOR
MENTAL HEALTH OVERLAY TEAMS

EXHIBIT F

1. On or before October 1, 1990, all providers of new mental health overlay teams shall have a plan of operation approved by the district administrator and the alcohol, drug abuse and mental health program supervisors.
2. This plan will be developed in accordance with established Planning Guidelines for ACLF Overlay Programs and Respite Services and will include the format for service delivery, type of service and volume of service to be provided.
3. Deviations from the approved plan of operation shall be approved in writing by the district administrator.
4. Providers of the mental health overlay teams will be monitored to determine the effectiveness of the program design and operation.
5. The interdisciplinary service delivery approach will include, at a minimum, nursing, case management and psychiatric functions. Other disciplines should be included on the team if indicated in clients' treatment plans.

Exhibit F

Page 1 of 1

07/01/90

Alcohol, Drug Abuse and Mental Health Services

District Four Performance Standards

EXHIBIT GG

MENTAL HEALTH CENTER OF JACKSONVILLE

ADULT MENTAL HEALTH PROGRAMS

1. Forensic Services
 - a. Face-to-face contacts documented
Minimum = 120.0 per month 1,440 per year
 - b. NFETC/FSH bed days
Maximum = 1,000 per month 12,000 per year
 - c. Number of commitments (admissions)
Maximum = 4.0 per month 48.0 per year
2. Case management
 - a. Face-to-face contacts documented
Minimum = 646 per month 7,752 per year
 - b. Number of field contacts
Minimum = 323 per month 3,876 per year
 - c. Number CSU/SRT/Inpatient days
Maximum = 275 per month 3,300 per year
3. Crisis support services (Outpatient)
 - a. Percent no-shows
Maximum = 20% per month 20% per year
 - b. Percent admitted with case manager
Minimum = 5% per month 5% per year
 - c. Percent CSU admissions
Maximum = 10% per month 5% per year
4. Hospital liaison
 - a. Face-to-face contacts documented
Minimum = 85 per month 1,020 per year
 - b. Waiting list days
Maximum = 332 per month 3,984 per year
5. Short-term residential treatment
 - a. Number of documented discharge linkages
Minimum = 29 per month 348 per year
 - b. Number referred to state hospital
Maximum = 0.3 per month 3.6 per year

Exhibit # GG

Page 1 of 2

07/01/90

EXHIBIT GG (Continued)

6. Crisis stabilization units
- a. Number of documented discharge linkages
Minimum = 260 per month 3,120 per year
 - b. Number referred to state hospital
Maximum = 2.7 per month 32.4 per year
7. Emergency services
- a. Number of evaluations
Minimum = 250 per month 3,000 per year
 - b. Percent diverted
Minimum = 35% per month 35% per year
8. Day treatment
- a. Number of client days (units)
Minimum = 2200 per month 26,400 per year
 - b. CSU/SRT/Inpatient days by day treatment clients.
Maximum = 130 per month 1,560 per year
9. Mobile crisis unit
- a. Field evaluations
Minimum = 24 per month 288 per year
 - b. Percent of those evaluated being diverted.
Minimum = 35% per month 35% per year

Exhibit # GG

Page 2 of 2

07/01/90

Alcohol, Drug Abuse and Mental Health Services

Special Requirements for Children Services

Exhibit H

1. The provider shall maintain records documenting the total number of clients and the name (or unique identifiers) of clients to whom services were provided and the date(s) that the service were provided so that an audit trail documenting service provision can be maintained.
2. The provider shall not permit any publicity involving clients, including the use of names or identifiable pictures, without the written consent of the client's parents or legal guardian.
3. Children, Youth and Family clients shall be given priority for alcohol, drug abuse and mental health services. Child welfare clients shall be given the highest priority for alcohol, drug abuse and mental health services.
4. The provider shall allow the contract manager and other agents of the department, including the child's designated case manager, to conduct private, confidential interviews with the child and with provider staff.
5. The provider shall identify and maintain documentation of Title IV-E expenditures for each Title IV-E eligible client served as specified in HRS Accounting Procedures Manual, Volume 2, Chapter 9.
6. The provider shall submit documentation of service provision to Title IV-E eligible clients to the department in the form and manner specified by the district.
7. Alpha Program Performance Objectives and Outcome Measures
 - a. The provider will measure program effectiveness through the use of the instruments administered before and after program participation as identified on Exhibit G.
 - b. The provider will ensure that outcome assessments shall be performed at the point of discharge.
8. The department may renegotiate the contract with the provider if service utilization for children is consistently below 80 percent for any given quarter in any of the program components in this contract.

Exhibit # H

Page 1 of 1

EXHIBIT PP

Program Description

PROGRAM SPECIFIC DATA:

1. Philosophy:

Nassau County Mental Health Center Children's Services offers both crisis support and longer term treatment to children of all ages to allow them to meet maximum functioning level and remain within their home. Family members are actively involved in treatment to better develop supportive and structured home environments. School and medical professionals are also considered valuable consultants and change agents in a child's progress. First priority is given to persons referred by CYF.

2. Specific Services Provided:

Individual and family therapy.
Crisis support.
Diagnosis and evaluation.
Consultation with referral agencies.
Psychological evaluations.
Psychiatric evaluations and medical management.
Emergency evaluations.

Exhibit ~~PP~~ PP

Page 1 of 3

Children's ADM Services
Additional Special Provisions

EXHIBIT N

1. The provider shall maintain records documenting the total number of recipients and the name (or unique identifiers) of recipients to whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained.
2. The provider shall not permit any publicity involving clients, including the use of names or identifiable pictures, without the written consent of the client's parents or legal guardian.
3. If at any time the provider or an employee of the provider is aware of or suspects that child abuse or neglect has occurred, as defined in Section 415.504, F.S., he is required to immediately report such known or suspected abuse or neglect to the department via the Florida Protective Services System at 1-800-541-9724. Failure of the provider to immediately report known or suspected child abuse or neglect shall constitute breach of contract and may result in termination.
4. CYF clients shall be given priority with child welfare clients served first.
5. If this contract contains ADAMH Block Grant and/or Title IV-E funds, the provider shall ensure that these federal funds:
 - a. Are not used to fund inpatient services. Inpatient services are defined as services delivered in a licensed hospital.
 - b. Are not used to make cash payments to intended recipients of health services.
 - c. Are accounted for in a manner that permits separate reporting.
 - d. Are not used to satisfy any requirement for the expenditure of non-federal funds as a condition of the receipt of federal funds.
 - e. Are not used for the purpose of purchasing or improving land, to purchase, construct or permanently improve

Exhibit # NPage 1 of 2

Children's ADM Services
Additional Special Provisions

(other than minor remodeling) any building or other facility, or to purchase major medical equipment.

- f. Are not used to provide financial assistance to any entity other than a public or nonprofit private entity.
6. In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.
7. The provider shall notify the department in writing of the reasons why any client referred to the program pursuant to this contract is rejected for admission to the program.
8. The provider shall allow the contract manager and other agents of the department to enter and inspect the program for purposes of monitoring program compliance and reviewing the child's progress.
9. The provider shall allow the contract manager and other agents of the department, including the child's designated case manager, to conduct private, confidential interviews with the child and with provider staff.
10. The Alcohol, Drug Abuse and Mental Health program office of the department, utilizing existing data collection systems, will prepare and distribute quarterly reports indicating the extent to which the required statewide performance measures are satisfied as negotiated. Quarterly data on other district specific performance measures will be supplied by the program office if the data is available from existing data systems.
11. The therapist and the superintendent of Nassau House will have a signed cooperative agreement regarding specific duties and procedures.
12. The provider will provide case management services to children who are involved in the Family Services Planning and Intervention Team process within their service area.

Exhibit # N

Page 2 of 2

EXHIBIT P

A. SERVICES TO BE PROVIDED

1. STATEMENT OF INTENT:

Individual and Family Counseling services are counseling services purchased for families who need help in coping with problems that result in their referral to protective supervision, foster care, and single intake. These services are designed to remediate specific family dysfunctioning so that the child or adolescent may remain in the home or return home. Emphasis is placed on accessibility of the service to the family, intensity of service provision and timeliness to reach the family at the point of crisis.

2. RULES, REGULATIONS AND LAWS:

The provider shall comply with rules, regulations and statutes as indicated in this contract.

3. DESCRIPTION OF SUCCESSFUL PROGRAM COMPLETION:

Successful program completion includes resolution of problem behavior identified at referral and subsequent treatment and/or service plans.

B. MANNER OF SERVICE COMPLETION

Specific services are to be provided in accordance with Exhibit PP.

EXHIBIT # P

Page 1 of 1

3. Treatment Modalities:

Play therapy
Supportive directive, cognitive therapies.
Structural family therapy. Parenting skills.
Crisis intervention.
Psychological and IQ testing.
Psychiatric services.
Plans to include group counseling.
Milieu therapy in Nassau House

4. Home Visits:

as indicated.

5. Methods of Restriction/Discipline:

Services available to any child who's family (parent or guardian) gives permission for treatment. Children services are appropriate for children who are of verbal age up to 18. If a family or child does not follow through with treatment (two or more missed appointments in succession) sessions may be suspended or dropped.

6. Coordination of Educational Services:

Counselor available upon request to speak on topics of children's mental health to agencies, schools, etc.

7. Medication:

Medication may be prescribed by clinic's staff psychiatrist. Children receiving medication are required to be seen by the doctor a minimum of every three months and are frequently seen once a month or as needed. These doctor appointments are in addition to regular counseling appointments.

8. Length of Treatment:

Counseling sessions are usually contracted in eight session blocks. Sessions are either scheduled weekly or bi-monthly. Average length of treatment - eight sessions.

9. ORGANIZATIONAL PATTERNS:

Children's services are under Mental Health **Center** of Jacksonville's Crisis Support Department.

10. Staff:

One Counselor.
Master's Level with experience in children and family counseling.
Support staff: psychiatrist; psychologist.
Secretary II

11. Staff Development: Staff are encouraged to participate in workshops and seminars that are geared towards increasing staff's assessment and treatment skills. Two seminars a year will be approved.

12. Evaluations:

Counselor is under supervision of crisis support coordinator.
Files are periodically checked by in-house quality assurance committee.

ENTRANCE/EXIT DATA:

1. Admission Criteria:

Services available to children and their families from early childhood (verbal age) to age 18 CYF referrals receive first priority.

2. Admission Process:

- A. Family requests services and screening information is taken over phone.
- B. Initial Evaluation scheduled to include financial evaluation by secretary.
- C. Services rendered on sliding scale fee.
- D. Parent or guardian must accompany child to initial session and further sessions as needed. Attempts to evaluate CYF clients in their own environment will be made.
- E. Treatment Plan developed and discussed by next scheduled session.

EXIT CRITERIA:

- A. Completion of counseling and goal attainment.
- B. Referral to more restrictive setting.
- C. Referral for other services outside mental health field.
- D. Withdrawal from treatment.

EXIT PROCESS:

- A. Follow up contacts attempted.
- B. File placed on hold 30 days after last appointment.
- C. File closed - discharge summary completed.

This attachment is applicable if the provider or grantee, hereinafter referred to as provider, is a local government, university, hospital or other nonprofit entity. The requirements of this attachment shall not apply if the total of all funds received from the department during the provider's fiscal year is less than \$25,000.00. The provider has "received" funds when it has obtained cash from the department or when it has incurred expenses which will be reimbursed by the department.

The provider agrees to have an annual financial and compliance audit performed by independent auditors in accordance with the current Government Auditing Standards ("Yellow Book") issued by the Comptroller General of the United States. Local governments shall comply with Office of Management and Budget (OMB) Circular A-128, Audit of State and Local Governments. Universities, hospitals and other nonprofit providers shall comply with the audit requirements contained in OMB Circular A-133, Audits of Institutions of Higher Learning and Other Nonprofit Institutions, except as modified herein. Such audits shall cover the entire organization for the organization's fiscal year, not to exceed 12 months. The scope of audits performed need include only the financial and compliance requirements of the "Yellow Book", and may disregard those related solely to economy and efficiency or to program results. An audit performed by the Florida Auditor General shall satisfy the above requirements.

Compliance findings related to contracts with the department shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. Liabilities due to the department, because of unexpended funds or because funds were not expended in accordance with contract terms, shall be calculated and fully disclosed in the audit report. This requirement does not expand the scope of the audit as prescribed by the "Yellow Book".

Audit reports of audits performed by independent auditors other than the Florida Auditor General shall include, in addition to the basic financial statements: (a) a detailed schedule of all revenues identified by source, such as individual contracts by contract number, client fees, and private donations; and, (b) a schedule of functional expenses which presents line items expenditures such as salaries, travel and supplies by program services and supporting services, with the portion of total supporting services allocable to programs presented as a single line item increasing program services and decreasing supporting services. Where applicable, the audit report shall include a computation showing whether or not matching requirements were met.

Copies of the financial and compliance audit report, management letter, and all other correspondence related to the audit, if any, of audits performed by independent auditors, other than the Florida Auditor General, shall be submitted within 120 days after the end of the provider's fiscal year, unless otherwise required by Florida Statutes, to both:

A. Office of Audit and Quality Control Services
1317 Winewood Boulevard, Building 5, Room 116
Tallahassee, Florida 32399-0700

B. Contract Manager for the department

Attachment II
Page 1 of 1

The provider shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of five years from the date the audit report is issued, unless extended in writing by the department.

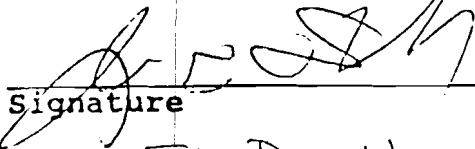
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Signature

6/22/90
Date

John Duvall
Name of Authorized Individual
P. O. BOX 9010
JACKSONVILLE, FL 32208

DH/150
Application or Contract Number

Name and Address of Organization

Attachment IV

The exhibits contained within this contract are as follows:

Attachment I, 9 pages
Exhibit A, 3 pages
Exhibit B, 1 page
Exhibit C, 2 pages
Exhibit E, 1 page
Exhibit F, 1 page
Exhibit G, 2 pages
Exhibit GG, 2 pages
Exhibit H, 1 page
Exhibit N, 2 pages
Exhibit P, 1 page
Exhibit PP, 3 pages
Attachment II, 1 page
Attachment III, 1 page
Attachment IV, 1 page

The above attachments contain all the terms and conditions agreed upon by the parties.