

Jeb Bush
Governor

Jerry Regier
Secretary

August 26, 2004

Mr. Floyd L. Vanzant
Chairman, Board of County Commissioners
Nassau County Board of County Commissioners
P. O. Box 1010
Fernandina Beach, Florida 32035

Re: Contract DH587

Dear Mr. Vanzant:

Enclosed is a copy of the recently executed Purchase of Therapeutic Services contract (#DH587) for Nassau County. This contract began on August 25, 2004 and will end at midnight local time in Jacksonville, Florida, on June 30, 2005.

As your Contract Manager, I will provide oversight of contract activities and will handle day-to-day questions and reports. Please submit invoices to me and comply with the electronic submission of reports to the mental health program, as well as other report requirements specified in your contract. If you have any questions, please feel free to contact me. My phone number is 904-726-1528 (fax # 904-723-5414) and my address is Department of Children and Families, District 4 Contract Management Unit, 5920 Arlington Expressway, Jacksonville, Florida 32211. My email address is <Renee_Baskaran@dcf.state.fl.us>.

I am very much looking forward to working with you regarding this contract.

Sincerely,

A handwritten signature in black ink that reads "Renee Baskaran".

Renee Baskaran
Contract Manager
District 4 Contract Management Unit

cc: Mr. J. M. "Chip" Oxley, Jr., Clerk of Court
Mr. Michael S. Mullin, County Attorney
Ms. Judith K. Dey, Executive Director, Family Matters

District Four • Serving Baker, Clay, Duval, Nassau, & St. Johns Counties
5920 Arlington Expressway • P.O. Box 2417 • Jacksonville, FL 32231-0083
Fax (904) 723-5414

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT**

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department," and The Nassau County Board of County Commissioners hereinafter referred to as the "provider."

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.058 F.S.

To provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which must be received and accepted by the contract manager in writing prior to payment. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. Where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(1), F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law

1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

- a. That if this contract contains federal funds the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
- b. That 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 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.
- c. That no federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.
- d. That unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the department.
- e. That if this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
- f. That if this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all subcontracts.

D. Audits, Inspections, Investigations, Records and Retention

- 1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.
- 2. 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 six (6) years after completion of the contract. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no additional cost to the department. Records shall be retained for longer periods when the retention period exceeds the time frames required by law.
- 3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Subsection I, Paragraph D.2.
- 4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.

6. To provide a financial and compliance audit to the department as specified in this contract and in Attachment II and to ensure that all related party transactions are disclosed to the auditor.

7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of The Inspector General (Section 20.055, Florida Statutes).

8. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraph I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by the department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider from these duties. The provider shall not be liable for the sole negligent acts of the department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining 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 established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the

event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

L. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.

2. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The provider further assures that all contractors, subcontractors, sub grantees, 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 because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the provider employing fifteen (15) or more individuals.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon providers that have fifteen (15) or more employees.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

O. Sponsorship

As required by section 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (provider's name) and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the organization.

P. Publicity

Without limitation, the provider and its employees, agents, and representatives will not, without prior departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the provider's prospective customers.

Q. Final Invoice

To submit the final invoice for payment to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are 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 reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The provider, if not a state agency, shall indemnify and save the department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.

4. The department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

U. Construction or Renovation of Facilities Using State Funds

That any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Information Security Obligations

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's Security Staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated provider employees.

2. To hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.

3. To furnish Security Awareness Training to its staff.

4. To ensure that all provider employees who have access to departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy of which may be obtained from the contract manager.

W. Accreditation

That the department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

X. Agency for Workforce Innovation and Workforce Florida

That it understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

Y. Health Insurance Portability and Accountability Act

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

Z. Emergency Preparedness

If the tasks to be performed pursuant to this contract include the physical care and control of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$27,247.75, 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. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or 1-800-848-3792, the State of Florida Comptroller's Hotline.

D. Notice

Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on August 9, 2004, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Jacksonville, Florida, on June 30, 2005.

B. Financial Penalties for Failures to Comply with Requirement for Corrective Action.

1. In accordance with the provisions of Section 402.73(7), Florida Statutes, and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. 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 and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

D. Renegotiations or Modifications

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. 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.

E. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

**Nassau County Board of County Commissioners
P. O. Box 1010
Fernandina Beach, Florida 32035**

3. The name, address, and telephone number of the contract manager for the department for this contract is:

**Russell Oder, Contract Manager
District 4 Contract Management
5920 Arlington Expressway
Jacksonville, Florida 32211
(904) 723-2032**

2. The name of the contact person and street address where financial and administrative records are maintained is:

**J.M. "Chip" Oxley, Jr.
P. O. Box 456
Fernandina Beach, Florida 32035**

4. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

**Judith K. Dey
86004 Christian Way
Yulee, Florida 32097
(904) 548-4850, extension 3510**

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

F. All Terms and Conditions Included

This contract and its attachments, Attachment I and Attachment II, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.


By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.F. above.

IN WITNESS THEREOF, the parties hereto have caused this 32 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Nassau County Board of County Commissioners

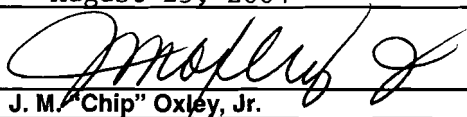
FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

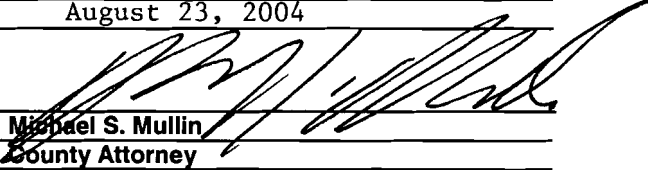
SIGNED BY: 
NAME: Floyd L. Vanzant
TITLE: Chairman, Board of County Commissioners

SIGNED BY: 
NAME: C.V. "Bud" Stoffer
TITLE: Acting Substance Abuse Mental Health Program Supervisor, District 4

DATE: August 23, 2004

DATE: 8-25-04

SIGNED BY: 
NAME: J. M. "Chip" Oxley, Jr.
TITLE: Ex-Officio Clerk
DATE: August 23, 2004

SIGNED BY: 
NAME: Michael S. Mullin
TITLE: County Attorney
DATE: August 23, 2004

STATE AGENCY 29 DIGIT FLAIR CODE: NA
Federal EID # (or SSN): F591863042033

Provider Fiscal Year Ending Date: 06/30

ATTACHMENT I**A. Services To Be Provided****1. Definition of Terms****a. Contract Terms**

- (1) Amendment - A document by which substantial changes are made to the terms of an executed contract. Changes requiring an amendment include, but are not limited to adjustments in costs, services, time period, and method of payment. The amendment is incorporated as part of the original contract.
- (2) Contract - A contract, for the purposes of this document, is a formal written agreement between the department and an individual or organization for the procurement of services. A contract consists of the Standard Contract, Attachment I, including special provisions where appropriate, plus any other attachments or exhibits deemed necessary. Per Chapter 287, Florida Statutes (F.S.), a contract must be signed by both parties prior to services being rendered.
- (3) Contract Manager - The department's employee responsible for enforcing the performance of contract terms and conditions. The contract manager is the department's primary point of contact through which all contracting information flows between the department and the provider.
- (4) Contract Term - The period of time beginning with the contract start date and ending with the contract end date.
- (5) Department - Florida Department of Children and Families, unless otherwise stated.
- (6) District - The Florida Department of Children and Families' territorial division pertaining to a geographical service area.
- (7) Exhibit - Information appended to an Attachment I or any other contract attachment. The use of the word "exhibit" avoids confusion and allows for clearer referencing. All exhibits to an Attachment I must be referenced in that Attachment I.
- (8) Invoice - A completed and timely submitted document used by the provider to request payment from the department.

(9) Provider - An organization or individual providing services or materials to the department in accordance with the terms of the contract. This term is also known as "contractor."

b. Program/Service Specific Terms

(1) Available Appropriations - State funds for mental health and substance abuse services and the associated local matching funds.

(2) Outcomes - Quantitative indicators that can be used by the department to objectively measure a provider's performance toward a stated goal.

(3) Outputs - Process measures of the quantity(ies) of services delivered, clients served, or similar units completed.

(4) Performance Measures - Quantitative indicators, outcomes and outputs that can be used by the department to objectively measure a provider's performance.

(5) Purchase of Therapeutic Services (PTS) -This is a legislative appropriation category providing for services rendered to children who are victims of abuse or neglect or are in the physical care or custody of the State or at risk of out of home placement.

2. General Description

a. General Statement

(1) This contract provides for community-based substance abuse and mental health services for children as authorized in section 394.74, F.S., and as specified in Rule 65E-14 F.A.C. Community Substance Abuse and Mental Health Service-Financial Rules. Services include, but are not limited to, assessment, outpatient counseling and day treatment.

(2) The services provided under this contract will be delivered at locations and in accordance with the program description specified in **Exhibit E, Program Description**.

b. Authority

(1) The provider agrees to comply with Chapters 39, 393, 394, 395, 397, 916, and section 985.223, F.S.; Chapters 65D-30, 65E-4, 65E-5, 65E-10, 65E-11, 65E-12, 65E-14, and 65E-15, Florida Administrative Code (F.A.C.).

(2) The provider agrees to comply with all other applicable federal laws, state statutes and associated administrative rules as may be promulgated or amended. Services will be provided in accordance with CFOP 155-10.

(3) PTS Funds are authorized in the Department of Children and Families Approved Operating Budget for Fiscal Year 2004-05 and Specific Appropriation 367.

c. Scope of Service

(1) The rates established herein will be billed directly by the provider for the cost of services provided to clients of the district which are authorized.

(2) This contract purchases services for a specific individual or group of individuals identified as requiring specialized services.

(3) The provider is responsible for administering PTS funds and authorizing services.

(4) Only services that are not available through other sources or with other funding, shall be purchased through this contract.

d. Major Program Goals

These major program goals are intended to provide a general understanding of the relationship between the services being provided and the required outcomes.

(1) For children with an emotional disturbance, serious emotional disturbance, or who are at risk of emotional disturbance, the provider will seek to modify the behavior of these children so they can live at home or in the community and succeed at school.

(2) The provider will administer PTS funds for services to or on behalf of eligible children and their family members. The purpose of these services is to enable these children to live in a stable setting, function appropriately, attend school and stay out of the juvenile justice system.

3. Clients to be Served

a. General Description

This contract provides for administration, coordination and oversight of services to or on behalf of the following target populations of children:

Severely Emotionally Disturbed
Emotionally Disturbed
At Risk of Emotional Disturbances

b. Client Eligibility

Children and adolescents who are victims of abuse or neglect and children at risk of out of home placement, or who are in the custody of the department and their families who reside in Nassau County are eligible to receive PTS services.

c. Determination of Eligibility

- (1) The provider will determine the eligibility of clients.
- (2) If any question should arise regarding eligibility, the department's determination is final.

d. Contract Limits

Services provided under this contract are limited by the availability of funds. The provider may not authorize or incur indebtedness on behalf of the department. The contract is limited to children and families served by the provider in Nassau County.

B. Manner of Service Provision

1. Service Tasks

a. Task List

- (1) The provider will provide administration of PTS funds as negotiated and specified in Exhibit A, Rate Schedule, and as described in Exhibit E, Program Description.
- (2) The provider agrees that services will be provided in compliance with all applicable licensing rules and other service standards existing at the time of providing the requested service.

b. Task Limits

All tasks must be performed in accordance with Exhibit A, Rate Schedule and CFOP 155-10.

Attachment I

2. Staffing Requirements

a. Staffing Levels

The services purchased through this contract will be administered and overseen by the Executive Director and the provider's Contract Manager.

b. Professional Qualifications

The provider will ensure that service provider staff meets the minimum qualifications and certification requirements established by the State of Florida.

c. Staffing Changes

The provider agrees to notify the department within seven (7) calendar days of staffing changes in the following positions:

Executive Director
Contract Manager

d. Subcontractors

The provider is permitted to subcontract for portions of this contract with prior approval in writing from the Contract Manager in accordance with Section I.I. of the standard contract. A copy of each subcontract will be submitted to the department's Contract Manager.

3. Service Location and Equipment

a. Service Delivery Location

The program will be administered from Family Matters of Nassau County, 86004 Christian Way, Yulee, Florida 32097.

b. Service Times

Office hours are Monday through Friday 8:00 AM to 5:00 PM.

c. Changes in Location

The provider agrees to notify the Contract Manager in writing within (7) calendar days of any changes in location.

d. Equipment

The provider agrees to furnish all appropriate equipment necessary for the effective delivery of the services purchased.

4. Deliverables**a. Service Units**

- (1) The provider agrees to provide the services specified in **Exhibit A**, to individuals or groups of persons that have prior authorization, as identified in **Exhibit F**.
- (2) The provider agrees to report the service units provided, by service, to the department monthly using the **Exhibit B**, Invoice.
- (3) The provider agrees to provide documentation of the clients served and the units provided, by service, to the department monthly using the **Exhibit B-1**.

b. Records and Documentation

The provider agrees to maintain authorization forms of all mental health and wraparound services funded through this contract. The authorization form is hereby incorporated as **Exhibit F**.

The provider agrees to keep a computerized record of all clients being served.

The provider will ensure that authorization forms are maintained in case files for children served under this contract.

c. Reports

- (1) The provider agrees to submit to the department financial and programmatic reports specified in **Exhibit C**, Required Reports, by the dates specified.
- (2) The provider will ensure that demographic, admission, discharge, enrollment, placement, service, and performance outcome data will be submitted electronically as specified in CFP 155-2 as required in ss 394.74(3)(e) F.S.
- (3) The provider will ensure that the amount of funding and services which are reported and paid for reconcile with the agency's audit report, client information system and departmental invoices.

5. Performance Specifications

a. Performance Measures

The provider shall meet the performance standards and required outcomes specified in **Exhibit D, Substance Abuse and Mental Health Required Outcomes and Outputs**.

b. Performance Terms

CFP 155-2 provides the definitions of the data elements used for various performance measures and contains policies and procedures for submitting the required data into the department data system.

c. Performance Evaluation Methodology

- 1) Providers collect information and submit performance data and individual client outcomes to the department data system in compliance with CFP 155-2 requirements. Performance outcome results are drawn from this system by department staff and are reported back to the provider monthly via the district program office. The specific methodologies for each performance measure will be furnished upon request by the contract manager.
- 2) By execution of this contract, the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to six (6) months for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, the department must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department. The contract manager will monitor the standards and outcomes specified in **Exhibit D, Substance Abuse and Mental Health Required Outcomes and Outputs**, during the contract period, to determine if the provider is achieving the levels that are specified.

6. Provider Responsibilities

a. Provider Unique Activities

- (1) Pursuant to section 402.73, F.S., the provider agrees to maintain data on the performance standards specified in **Exhibit D, Substance Abuse and Mental Health Outcomes and Outputs**, for the types of services provided under this contract and shall submit such data to the department upon request. Data submission requirements can be found in CFP 155-2.

(2) If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:

(a) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.

(b) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.

(c) The provider agrees to report to the department any use or disclosure of the information not provided for by this contract or applicable law.

(d) The provider hereby assures the department that if any PHI received from the department, or received by the provider on the department's behalf, is furnished to provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.

(e) The provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.

(f) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

(g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

(h) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.

(i) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

(j) A violation or breach of any of these assurances shall constitute a material breach of this contract.

b. Coordination with other Providers/Entities

The provider agrees to coordination with other providers and state entities as follows:

- (1) The Provider will ensure that services and requests for payment are coordinated and not duplicated with other payers, such as the local school districts and Medicaid.
- (2) The Provider agrees to collaborate with other agencies or service providers in order to achieve the child's case plan goals.
- (3) The failure of other providers or entities does not alleviate the provider from any accountability for tasks or services that the provider is obligated to perform pursuant to this contract.

7. Department Responsibilities

a. Department Obligations:

The department will provide technical assistance to the provider; however, the absence of the provision of specific technical assistance does not alleviate the responsibility of the provider to perform required tasks under this contract.

b. Department Determinations

The department has exclusive authority to make the following determination(s) and to set the procedures that the provider must follow in obtaining the required determination(s):

The department has the authority to determine the acceptance of required reports.

c. Monitoring Requirements

The provider will be monitored in accordance with existing departmental procedures (CFOP 75-8). The Contract Manager will monitor the extent to which the outcome measures are met by reviewing reports submitted and source documents as necessary to confirm the accuracy of the report.

Attachment I

C. Method of Payment

1. Payment Clauses

- a. This is a fixed price (unit cost) contract. The department shall pay the provider for the delivery of services at the rates specified in **Exhibit A**, in accordance with the terms of this contract for a total dollar amount not to exceed \$27,247.75, subject to the availability of funds. The actual cost of non-traditional services shall be reimbursed.
- b. All services and number of units must be pre-authorized in writing and documented in the child's treatment/case plan.
- c. Any payment for services to be paid by the department shall be reduced by the amount for which the provider is eligible to receive payment from other sources.
- d. The department may withhold payment if the provider fails to submit required reports by the due date listed on **Exhibit C**.

e. Medicaid Billing

The provider is not established as a vendor of Medicaid Compensable Behavioral Health Services.

In no event shall the funds in this contract be utilized for services which are Medicaid compensable

f. MyFloridaMarketPlace

This contract is exempt from the MyFloridaMarketPlace (MFMP) Transaction Fee in accordance with 60A-1.032(1)(e), F.A.C.

2. Invoice Requirements

- a. The provider shall request payment on a monthly basis through submission of a properly completed invoice, **Exhibit B, Invoice** and the **Exhibit B-1, Invoice Attachment**, within 10 days following the end of the month for which payment is being requested.
- b. Payment will be authorized only for eligible services to eligible clients as specified on the invoice and in accordance with **Exhibit A, Rate Schedule**, and other terms and conditions of this contract. Eligible services are limited to those services reported to and documented in the SAMH client data system (OneFlorida).

3. Supporting Documentation

- a. The provider agrees to maintain service documentation for each service billed to the department pursuant to this contract. The provider must maintain records documenting the total number of recipients and names (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.
- b. The department and the Office of the Comptroller reserve the right to request supporting documentation at any time after actual units have been delivered.

D. Special Provisions

1. Grievance Procedures

The provider agrees to establish grievance procedures through which applicants for and recipients of services may present grievances about services being provided under this contract.

2. Client Interviews

The provider agrees to allow the contract manager and other duly authorized agents of the department to conduct private, confidential interviews with the client and provider staff members.

3. Clinical Records and Confidentiality

- a. The provider agrees to protect confidential records from disclosure and to protect client confidentiality in accordance with subsections 397.501(7), 394.455(3) and 394.4615, F.S.
- b. The provider agrees to comply with the standards for protected health information as required by, 45 CFR parts 160, 162 and 164.
- c. The provider agrees to comply with standards for security for protected health information as required by 45 CFR part 142.

4. Background Screening

The provider agrees to comply with sections 394.4572 and 397.451, F.S., with regard to screening and fingerprinting of mental health and substance abuse personnel where applicable.

5. Status Report

The provider will submit a monthly report by type of services rendered to all children and adolescents receiving PTS services to include number of clients served, their name, date of birth and assigned case manager. Monthly submission of **Exhibit B1**, will meet this requirement.

6. Liaison

Renee Baskaran is the Contract Liaison for this contract. Reports and invoices, as well as questions, should be directed to her attention at Contract Management Unit, 5920 Arlington Expressway, Jacksonville, Florida 32211. Telephone: (904) 726-1528.

E. List of Exhibits

1. **Exhibit A, Rate Schedule**
2. **Exhibit B, Invoice**
3. **Exhibit B-1, Invoice Attachment**
4. **Exhibit C, Required Reports**
5. **Exhibit D, Substance Abuse and Mental Health Required Outcomes and Outputs**
6. **Exhibit E, Program Description**
7. **Exhibit F, Authorization**

Attachment I

EXHIBIT A SERVICES TO BE PROVIDED

Provider: Nassau County Board of County Commissioners
P. O. Box 1010
Fernandina Beach, Florida 32035

Amendment #
Date: / /

Activity/ Cost Center 1	State Rate 2	Unit of Measure	# State Units 4	Contracted State Funds 5
Group Counseling	\$ 20.00	1 hour		
Tutoring Services	\$ 30.00	1 hour		
Therapeutic Friend/Recreation Services (includes transportation and activity fees)	\$ 10.00	1 hour		
Family Counseling	\$ 70.00	1 hour		
Individual Counseling	\$ 70.00	1 hour		
Psychological Evaluation	\$ 250.00	*		
Psycho/Sexual Evaluation	\$ 250.00	*		
Pre-Adoptive Evaluation	\$ 250.00	*		
Academics Assessment	\$ 250.00	*		
Psychiatric Evaluation	\$ 350.00	*		
Psychological Evaluation (including Academic or Special Testing)	\$ 450.00	*		
Indicential Expense	\$ 50.00	*		

TOTALS

\$ 27,247.75

NOTE: Number of units of service purchased will be determined by the needs of the specific clients served.
*The deliverable for all evaluations and assessments includes completion of and acceptance of a written report.

07/20/04

Purchase of Service Contract
SAMH Services Program

**EXHIBIT B
INVOICE**

Section I

Regular
 Final

Provider Name: Nassau County Board of County Commissioners
Address: P. O. Box 1010
Fernandina Beach Florida 32035
Time Period: _____ to _____

Contract: DH587

Section II						
Activity/ Cost Center 1	Number Clients Served 2	Contract Rate 3	Unit of Measure	State Units Provided 5	State Cost 6	Billable Amount 7
TOTAL INVOICE AMOUNT = _____						

Section III					
Vendor ID: F591863042033					
This Section to be completed by the Department.					
ORG. Code	Invoice No.	Amt. Owed	Category	Fund	EO
Exhibit B					

Section IV

I certify that the above invoice is a true and accurate reflection for this period's activities as stipulated in this contract.

APPROVE FOR PAYMENT: () YES () NO

Signature of Agency Official

Contract Manager's Signature

Date:

Title

Exhibit B

Section I

**EXHIBIT B-1
INVOICE ATTACHMENT**

Provider Name: Nassau County Board of County Commissioners
Address: P. O. Box 1010
Fernandina Beach, Florida 32035

Regular
 Final

Vendor ID: F591863042033

Contract # : DH587

Time Period: _____ To _____

Date: ___/___/___

Section II								
Clients Served By Activity/Cost Center 1	Social Security Number 2	Contract Rate 3	Unit of Measure 4	Units Provided 5	State Cost 6			Billable Amount 9
Service List Client Names and Date Served								
Sub-Total				\$ _____	\$ _____			\$ _____
Service List Client Names and Date Served								
Sub-Total				\$ _____	\$ _____			\$ _____
Service List Client Names and Date Served								
Sub-Total				\$ _____	\$ _____			\$ _____
GRAND TOTALS =				\$ _____	\$ _____			\$ _____

Section III
I certify that the services itemized on this invoice have been provided and are in accordance with the terms and conditions of this contract.

Signature of Agency Official

Title

APPROVE FOR PAYMENT: () YES () NO

Contract Manager's Signature

Date ___/___/___

This document contains confidential information that shall be secured from unauthorized access in accordance with ss.394.455(3), 394.4615, and 397.501(7) F.S. This Exhibit is not required to follow the Exhibit B (Invoice) through the full payment cycle.

EXHIBIT C

REQUIRED REPORTS

Provider Name: Nassau County Board of County Commissioners
Address: P. O. Box 1010, Fernandina Beach, Florida 32035

Reports Required for Contract # DH587:

REPORT	DUE DATE	# OF COPIES	SEND TO
Purchase of Service Invoice and Invoice Cost Center/Activity Attachment	10 th of each month following the reporting month	1	Contract Manager
Response to Monitoring Report	Within 45 days of receiving the Monitoring report	1	Contract Manager
Monthly Data Required by CFP155-2 (SAMH) (One Family)	15 th of each month following the reporting month	Electronic Submission	Substance Abuse Mental Health Program Office as Appropriate

Exhibit D
Substance Abuse and Mental Health Required Outcomes/Outputs

Provider Name: Nassau County Board of County Commissioners Contract : DH587 Date: Revision #:

I. Mental Health Contracted Services

A. Required Performance Standards for Each Target Population (Including all clients paid for by SAMH, Medicaid and Local Match)	Minimum Numbers to Be Served
1. Adult Mental Health	
a. Severe and Persistent Mental Illness	<u>NA</u>
b. Crisis	
1. Adults with Serious and Acute Episodes of Mental Illness	<u>NA</u>
2. Adults with Mental Health Problems	<u>NA</u>
c. Forensic Involvement	<u> </u>
2. Children's Mental Health	
a. Seriously Emotionally Disturbed	<u>3</u>
b. Emotionally Disturbed	<u>10</u>
c. At Risk of Emotional Disturbance	<u>10</u>

B. Required GAA Outcomes for Each Target Population

- 1. Adult Mental Health - Severe and Persistent Mental Illness**
 - a. Average annual number of days (post admission assessments) spent in the community will be at least: NA
 - b. Average annual number of days (post admission assessments) worked for pay will be at least: NA

- 2. Adult Mental Health - Adults with Serious and Acute Episodes of Mental Illness and Adults with Mental Health Problems (Crisis)**
 - a. Median length of stay for adults in a CSU/inpatient unit will be no more than NA .

- 3. Adult Mental Health - Forensic Involvement**
 - a. Percent of persons who violate their Chapter 916, F.S., conditional release and are recommitted shall be no more than NA percent.
 - b. Average annual number of days (post admission assessments) spent in the community will be at least NA.

- 4. Children's Mental Health - Seriously Emotionally Disturbed**
 - a. Average annual number of days (post admission assessments) spent in the community will be at least 350.
 - b. Percent of children who improve their level of functioning will be at least 65

- 5. Children's Mental Health - Emotionally Disturbed**
 - a. Average annual number of days (post admission assessments) spent in the community will be at least 360.
 - b. Percent of children who improve their level of functioning will be at least 64

C. Required Internal Measures Not Included in the General Appropriations Act/Implementing Bill

1. Data Submission Outcomes for Mental Health

a. All Population Groups

(1) At least NA of clients served will have at least one corresponding mental health outcome measure record.

b. Adults: Forensic, SPMI, Crisis

(1) At least NA of adults will have community days reported

(2) At least NA of adults will have work days reported

(3) At least NA of adults will have all three income categories reported

(4) At least NA of adults will have GAF scores reported

c. Children: SED, ED, At Risk

(1) At least 95% of children will have community days reported

(2) At least 95% of children will have both school days categories reported.

(3) At least 95% of children will have CGAS reported.

(4) At least 95% of children will have DJJ commitment status reported.

II. Substance Abuse Contracted Services

A. Required Performance Standards for Each Target Population (Including all clients paid for by SAMH Medicaid and Local Match) Minimum Numbers to Be Served

1. Adult Substance Abuse*

a. Adults At-Risk for Developing Substance Abuse (prevention-unduplicated estimate) NA

b. Adults With Substance Abuse NA

1) Adult clients to be served in detoxification (Cost Centers 24, 32) NA

2) Adult clients to be served in non-residential/residential treatment (Cost Centers 4, 5, 6, 8, 12, 14, 18, 19, 21, 25, 35, 36, 37, or 38) NA

3) Adult clients to complete non-residential/residential treatment (Discharge Codes 1, 2, 6, 7, 10, 11, 13) NA

4) Adults 60 and older served (Age at Admission) NA

5) Adult clients to be served who are involved with Family Safety (establish baseline) NA

2. Children's Substance Abuse*

a. Children At-Risk for Developing Substance Abuse

1) Children to be served in indicated prevention services (Cost Center 17) NA

2) Children to be served in selective/universal (unduplicated estimate) NA

b. Children With Substance Abuse NA

1) Children to be served in detoxification (Cost Centers 24, 32) NA

2) Children to be served in non-residential/residential treatment (Cost Centers 4, 5, 6, 8, 12, 14, 18, 19, 20, 21, 25, 35, 36, 37, or 38) NA

3) Children to complete non-residential/residential treatment (Discharge Codes 1, 2, 6, 7, 10, 11, 13) NA

4) Children to be served who are involved with Family Safety (establish baseline) NA

* To be officially counted as served clients must have service events recorded in the SAMH Data Warehouse during the fiscal year. Client counts must be unduplicated within each standard.

B. Required Performance Standards for Adult and Children's Substance Abuse Services**

1. Adult Substance Abuse

a. At least NA percent of adults discharged will successfully complete treatment with no alcohol and other drug use during the month prior to discharge. (Sum of Discharge Codes 1, 10 and 13 divided by total in 1.b.3.)

b. At least NA percent of adults discharged from treatment will be employed upon discharge. (At Discharge, Sum of Employment Codes 1 and 2 divided by Sum of Employment Codes 1, 2, 3 and 5)

2. Children's Substance Abuse

a. At least NA percent of children discharged will successfully complete treatment with no alcohol and other drug use during the month prior to discharge. (Sum of Discharge Codes 1, 10 and 13 divided by total in 2.b.3.)

EXHIBIT E
PROGRAM DESCRIPTION

Provider: Nassau County Board of County Commissioners

Contract Number: DH587

I. Services to Be Provided:

Purchase of Therapeutic Services

Location: Family Matters of Nassau County
86004 Christian Way
Yulee, Florida 32097

Telephone: 904/548-4850, extension 3510

Hours of Operation: 8:00 AM until 5:00 PM
Monday through Friday

Contact Person: Judith K. Dey
86004 Christian Way
Yulee, Florida 32097
904/548-4850, extension 3510

Program Description:

Purchase of Therapeutic Services relates to legislative appropriations under Children's Mental Health Services in the Department of Children and Families budget. Family Matters of Nassau County is responsible for purchasing these services in accordance with legislative intent.

Eligible client services are described below:

Scope of the Project:

PTS Eligible Clients:

- Children who are victims of abuse, or are in the physical custody of the state or at risk of out of home placement.
- Immediate family and household members (provided that the services are not available through other sources) who receive services determined necessary to prevent the out of home placement of the child.

Services:

- Services not otherwise available to children
- Non-traditional services to meet client treatment needs such as outings, clothing and educational materials when they are specified in treatment plans.
- Services to parents in accordance with the reunification or permanency plan.

Activity Descriptions

Case Management - On-going assessment, monitoring of the child's progress, linking children and their families with services, follow up, and advocacy to enable children to live in stable settings, function appropriately, attend school and stay out of the Juvenile Justice System

Out patient Services - Assessment, outpatient counseling, day treatment, and wraparound to enable children to live in stable settings, function appropriately, attend school and stay out of the Juvenile Justice System.

Community Support Services - Assist children and their families to live successfully in the community. Services include, but are not limited to, supported housing, supported living and respite care, to enable children to live in stable settings, function appropriately, attend school and stay out of the Juvenile Justice System

Funding and Payment:

Funds are distributed to the two supervisors as a capped allocation. Allocations are based on the number of children served by each unit as a percentage of the total children served. Prior authorization by the supervisor is required and payments are made on a reimbursement basis.

EXHIBIT F

Authorization Purchase of Therapeutic Services			
Service Authorization: The client identified below has been determined eligible and in need of this service. No other source of funds is available.			
Client Name	Relation to Case	Case Goal	Child Status(ES, FC ARS, PS)

<u>Type of Service Requested</u>	<u>Provider Name</u>	<u>Cost</u>
<input type="checkbox"/> Group Counseling	_____	_____
<input type="checkbox"/> Tutoring Services	_____	_____
<input type="checkbox"/> Therapeutic Friend/Recreation Services	_____	_____
<input type="checkbox"/> Family Counseling	_____	_____
<input type="checkbox"/> Individual Counseling	_____	_____
<input type="checkbox"/> Psychological Evaluation	_____	_____
<input type="checkbox"/> Psycho-Sexual Evaluation	_____	_____
<input type="checkbox"/> Pre-Adoptive Evaluation	_____	_____
<input type="checkbox"/> Academic Assessment	_____	_____
<input type="checkbox"/> Psychiatric Evaluation	_____	_____
<input type="checkbox"/> Psychological Evaluation/Special Testing	_____	_____
<input type="checkbox"/> Other (explain)	_____	_____
<input type="checkbox"/> Incidental	_____	_____

Justification for Request

One Time Service _____ Authorization Period Requested _____
 Ongoing Service _____
 If ongoing, Length of Service Required _____
 Name and Title of Requestor _____
 Service Center and Telephone # _____

Approved by: _____ Date: _____
 Supervisor

Received by: _____
 Funding Specialist

ATTACHMENT II

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's Inspector General, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Attachment II

08/01/04

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

In the event the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, the Chief Financial Officer and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (2 copies)
- B. Department of Children & Families
ASFMI
Building 2, Room 301
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
- C. Copies of the reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d),

Attachment II

08/01/04

OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Auditing Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General's Office
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2) Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

Attachment II

08/01/04