

Human Services Department

CHILDREN'S SERVICES ADMINISTRATION DIVISION

115 S. Andrews Avenue, Room A360 • Fort Lauderdale, Florida 33301 • 954-357-7880 • FAX 954-468-3591

June 27, 2003

Dr. Judith A. Friedman
School Board of Broward County, Florida
Crystal Lake Middle School
3551 NE 3rd Avenue
Pompano, Florida 33064

Dear Dr. Friedman:

Please note the following important information:

Broward County's policy is that the entity receiving money must sign the Agreement first. In the past the School Board wanted Broward County to sign the contract prior to the School Board's signatures. However, Broward County Government is funding the Broward County School Board's Family Counseling Program in the amount of \$701,363. **Because the School Board is receiving money from Broward County, the County Attorney's Office and the County Administrator will not sign the Agreements until after the Broward County School Board signs the enclosed Agreements.**

Feel free to contact me at 357-6401, if you have any questions. I look forward to working with you this fiscal year.

Sincerely,

A handwritten signature in cursive script that reads "Michelle M. Faithe".

Michelle M. Faithe
Contract/Grants Administrator II

MMF
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6/27/03

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SECOND AMENDMENT

between

BROWARD COUNTY

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

for

Family Counseling Program, 02-CSAD-8267-01

This is the Second Amendment to the Agreement entered into this _____ day of _____, 200_____, by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

And

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA hereinafter referred to as "PROVIDER" and shall amend that Agreement by and between Broward County and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA entered into by and between the parties on the 28 day of November, 2001 ("Agreement"); and that Amendment #1 entered into between the parties on the 23rd day of September, 2002 ("Amendment #1").

WHEREAS, on July 10, 2001 the Board of County Commissioners approved a motion to adopt Resolution 2001-609 (Agenda Item #109) which approved funding for the School Board of Broward County, Florida Behavioral Health/Family Counseling Program for a sum not to exceed seven hundred one thousand three hundred sixty-three dollars (\$701,363.00) for the purpose of providing individual, group, family and crisis intervention counseling and other supportive services; and

WHEREAS, the Resolution also authorized the County Administrator to execute Amendments; and

WHEREAS, the term of the Agreement with PROVIDER was from October 1, 2001, through September 30, 2002; and

WHEREAS, on August 20, 2002 the Board of County Commissioners approved a motion to adopt Resolution 2002-742 (Agenda Item #15) which approved an extension of funding for 12 months ending September 30, 2003 and approved funding for the School Board of Broward County, Florida Behavioral Health/Family Counseling Program for an additional sum not to exceed seven hundred one thousand three hundred sixty-three dollars (\$701,363.00) for the purpose of providing individual, group, family and crisis intervention counseling and other supportive services; and

WHEREAS, the Resolution also authorized the County Administrator to execute Amendments; and

WHEREAS, COUNTY increased the amount of the Behavioral Health/Family Counseling Program by \$701,363.00 from \$701,363.00 to \$1,402,726.00 for the period of October 1, 2001 through September 30, 2003; and

WHEREAS, on June 10, 2003 the Board of County Commissioners approved a motion to adopt Resolution 2003-429(Agenda Item #16) which approved one time funding for The School Board of Broward County, Florida Behavioral Health/Family Counseling Program to increase the funding for an additional sum not to exceed sixty-seven thousand two hundred dollars (\$67,200.00) for the purpose of providing individual, group, family and crisis intervention counseling and other supportive services; and

WHEREAS, the Resolution also authorized the County Administrator to execute Amendments; and

WHEREAS, the funding amount referred to in Article 4, Section 4.1 for the Initial Term of the Agreement must be increased by sixty-seven thousand two hundred dollars (\$67,200.00), i.e. from one million four hundred two thousand seven hundred twenty-six dollars (\$1,402,726.00); to one million four hundred sixty-nine thousand nine hundred twenty-six dollars (\$1,469,926.00);

WHEREAS, the County and Provider desire to modify the Scope of Services of the Agreement such that Exhibit D, Scope of Services, and Exhibit D-1, Outcomes, for the Behavioral Health/Family Counseling Program are hereby deleted and the attached Amended Exhibit D and Exhibit D-1 for the Behavioral Health/Family Counseling Program are hereby inserted in their place.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

Commencing July 1, 2003, Article III, Scope of Services, Section 3.1 of the Agreement shall be amended as follows:

3.1 PROVIDER agrees to provide the services set forth in amended Exhibit D for the Behavioral Health/Family Counseling Program, Scope of Services and to meet the outcomes as set forth in Exhibit D-1 as amended for the Behavioral Health/Family Counseling Program .

III Commencing July 1, 2003, Article IV, Funding & Method of Payment, Section 4.1 of the Agreement shall be amended as follows:

4.1 The annual maximum amount payable by COUNTY for the Initial Term and each Option Period under this Agreement shall ~~be seven hundred one thousand three hundred sixty-three dollars (\$701,363.00)~~ one million four hundred two thousand seven hundred twenty-six dollars (\$1,402,726.00), except for fiscal year 2003 in which the maximum amount payable by COUNTY shall be one million four hundred sixty-nine thousand nine hundred twenty-six dollars (\$1,469,926.00) ("Contract Amount").

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Words in underscored type are additions.

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IV. Commencing July 1, 2003, Exhibit D, Scope of Services, and Exhibit D-1, Outcomes, for Family Counseling Program, 02-8267-CSAD-1, are hereby deleted and the attached amended Exhibit D, Scope of Services, and Exhibit D-1, Outcomes, for the Behavioral Health/Family Counseling Program, 02-8267-CSAD-1, are hereby inserted in their place.

V All other terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect.

VI This Amendment is hereby made a part of the Agreement.

(The remainder of this page left blank intentionally)

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IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement 02-8267-CSAD-1 on the respective dates under each signature: **BROWARD COUNTY** through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Administrator, authorized to execute same by Board action on the 10th day of June, 2003 and **PROVIDER**, signing by and through its _____ duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, through its
County Administrator

County Administrator

____ day of _____, 200__

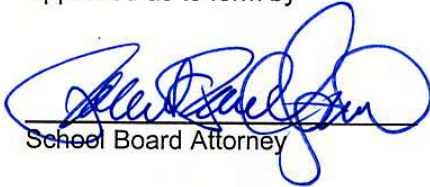
Approved as to form by
Office of County Attorney
Broward County, Florida
Edward A. Dion, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Assistant County Attorney

PROVIDER

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

Approved as to form by


School Board Attorney

By _____
Franklin L. Till
Superintendent

By _____
Signature of Chair
Lois Wexler

(SCHOOL BOARD SEAL)

____ day of _____ 20 ____.

EXHIBIT D - Amendment # 2 SCOPE OF SERVICES

Name of Agency: School Board of Broward Name of Program: Family Counseling

Division: CSAD Division Contract Number: 02-CSAD-8267-01

I. Scope of Services

The Provider agrees to provide a Family Counseling program (Taxonomy RF-200) to **Broward County students enrolled in grades pre-kindergarten through twelve (and siblings living in same household) who have an emotional, substance abuse, and/or family-related problem that would put them at-risk of succeeding in school (“Client(s)”)**. The Family Counseling Program shall provide therapeutic sessions to Clients that focus on the system of relationships and communication patterns among family members and which attempt to modify those relationships and patterns to achieve greater harmony. The therapist focuses on the family as a unit rather than concentrating on one of the members who is singled out as the one in need of treatment. Services to include therapeutic counseling sessions conducted by one or more therapists working with two or more family members. Services to include therapeutic sessions conducted by one or more therapists working with two or more family members. The goal is to help families work constructively together to reduce friction, maximize academic achievement and improve social functioning.

The Provider agrees to provide a Group Counseling program (Taxonomy RF-250) to **Broward County students enrolled in grades pre-kindergarten through twelve (and siblings living in same household) who have an emotional, substance abuse, and/or family-related problem that would put them at-risk of succeeding in school (“Client(s)”)**. The Group Counseling Program shall provide therapist-facilitated collective treatment sessions in which unrelated groups of individuals, couples or families discuss their attitudes, feelings and problems and, with input from other members of the group, attempt to achieve greater self and interpersonal understanding and adjustment and explore solutions to their problems. Services to include educational/support group sessions conducted by one or more therapists working with unrelated groups of individuals or family groups. Services to include educational/support group sessions conducted by one or more therapists working with unrelated groups of individuals or family groups. Sessions will focus on issues that include, but are not limited to, parenting skills, behavior management and student motivation.

The Provider agrees to provide an Individual Counseling program (Taxonomy RF-330) to **Broward County students enrolled in grades pre-kindergarten through twelve (and siblings living in same household) who have an emotional, substance abuse, and/or family-related problem that would put them at-risk of succeeding in school (“Client(s)”)**. The Individual Counseling Program shall provide personal therapeutic sessions in which the therapist works on a one-to-one basis with Clients to help them resolve their mental, emotional or social problems. Services to include, but not be limited to, intensive one-on-one on-site counseling, play therapy, bio-psychosocial assessment, and treatment planning. Services to include, but are not limited to, intensive one-on-one on-site counseling that focuses on overcoming obstacles that interfere with school achievement and positive family life.

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The Provider agrees to provide Crisis Intervention (Taxonomy RP-150) to the Child Clients. Crisis Intervention shall provide immediate assistance **for to Broward County students enrolled in grades pre-kindergarten through twelve (and siblings living in same household) who have an emotional, substance abuse, and/or family-related problem that would put them at-risk of succeeding in school ("Client(s)")**. The objective of crisis intervention is to diffuse the critical nature of the situation, ensure the person's safety, and return the individual to a state of equilibrium in which he or she is capable of identifying and seeking solutions to the problem. Services to include counseling for Clients who are experiencing an emergency and unable to schedule an appointment with a counselor.

The PROVIDER agrees that a Client who receives Services under this Agreement is expected to receive no more than 12 individual/family counseling sessions in the school year. Exceptions to this may be made and Service may be provided for up to 24 counseling sessions providing the rationale for any extension of Service beyond the 12 counseling sessions is documented in Client case files and that the Client case files contain updated goals to coincide with extension of Services. Service is not to be provided for any Client for more than 24 counseling sessions without advance written approval from the Contract Administrator for the COUNTY. This restriction does not apply to Group Counseling.

A minimum of 3000 unduplicated Clients will be served annually, except for fiscal year 2003 when a minimum of 3125 unduplicated Clients will be served.

The family counselors will hold a minimum of a masters degree in Guidance, Social Work, Marriage & Family Therapy, Counseling or Psychology. Services will be provided at family counseling centers located in community schools throughout the County.

II. Requirements

At the date of execution of this Agreement, the service locations and the respective Commission District where services are to be provided under this Agreement are as follows:

Services provided County wide.

III. Definition of Units of Service

A unit is defined as:

A Individual Counseling: A session consists of sixty (60) minutes per Client with a minimum of forty-five (45) minutes of face-to-face direct counseling services within a session.

B. Family Counseling: A session consists of sixty (60) minutes per Client/family with a minimum of forty-five (45) minutes of face-to-face direct counseling services within a session.

C. Group Counseling: A session consists of a minimum of sixty (60) minutes per group

D. Crisis Intervention: A session consists of sixty (60) minutes per Client with a minimum of forty-five (45) minutes of face-to-face direct counseling services within a session.

COUNTY will reimburse for each full 15 minute increment beyond the 60-minute session at the rate of 1/4 of the unit rate, in the event a session needs to be extended.

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A unit of service will only be considered as delivered and payable when the unit of service has been reported in the Human Services client information software system or other pre-approved communication system and submitted via diskette or other pre-approved communication method to COUNTY. COUNTY can change the communication system that is to be used and submitted by PROVIDER for reporting units of service, at any time, upon notification to PROVIDER in writing. Additionally, if applicable, all required fields within the software system must be completed thoroughly and accurately for units of services to be considered as delivered and payable. All units of service reported on diskette or other approved method of telecommunication must correspond to the units of service reported on invoices submitted for billing purposes.

IV. Cost Per Unit of Service

A. Individual Counseling: \$75.00 (or \$18.75 for subsequent 15 minute intervals, which represents a 1/4 unit of service)
Taxonomy RF-330

B. Family Counseling: \$75.00 (or \$18.75 for subsequent 15 minute intervals, which represents a 1/4 unit of service)
Taxonomy RF-200

C. Group Counseling: \$75.00
Taxonomy RF-250

D. Crisis Intervention: \$75.00 (or \$18.75 for subsequent 15 minute intervals, which represents a 1/4 unit of service)
Taxonomy RP-150

Where the Provider bills at an hourly rate, the COUNTY agrees to reimburse for full 15 minute increments, unless otherwise provided herein, at the rate of 1/4 of the respective unit rate, so long as the Provider has provided the unit of service as required under the definition of a unit of service.

V. Maximum Number of Units to be Purchased/ Maximum Dollar Amount

FY2002

Units Per Term of Agreement: 9,352 \$ Amount Per Term of Agreement: \$701,363.00

FY2003

Units Per Term of Agreement: 10,248 \$ Amount Per Term of Agreement: \$768,563.00

Total \$ Amount Per Term of Agreement: \$1,469,926.00

VI. Outcomes/Indicators

Outcomes and indicators are attached.

VII. Other County Requirements

A. In the event room and board or any other housing service is provided under this Agreement, the following shall apply unless otherwise indicated:

1. The Provider agrees to provide room and board in clean and reasonably comfortable facilities acceptable to the County for all services rendered under this Agreement. The adequacy of room and board shall be evaluated during any Site Visit by County staff.

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2. Room accommodations shall include a bedroom that is safe, clean, and well-maintained, supplied with a bed with a clean mattress in good condition, and no smaller than a twin sized bed. The bedroom lighting must be safe and sufficient for reading and the room must also contain at least one storage area for the Client's personal belongings. The facility must also supply adequate toilet and bathing accommodations.

3. Board accommodations shall include three meals a day and snacks. The evening meal shall be hot, nutritionally sound and substantial. Meals may be prepared by Provider for the Client, or the Provider may supply the Client with sufficient quantities of nutritious food and the proper utensils and supplies needed so that the Client may prepare his/her own meals. If a referred Client should have any specific dietary needs, the Provider agrees to make a reasonable effort to accommodate these needs.

4. The Provider agrees to maintain house rules which support and encourage each Client's participation in the Program as prescribed by his/her treatment plan. The Provider also agrees to submit the necessary documentation to the Contract Administrator or designee to aid in monitoring at the facility and at any County sites, if applicable.

5. The Provider agrees to facilitate continuity of care for the benefit of Clients by linking with other homeless continuum of care service providers by prioritizing Clients identified as "homeless" for this Scope of Services.

6. Provider agrees to share Client information, upon written request of Client, with other homeless continuum of care and human services providers in the Network. Provider agrees to provide any and all Client information and reports, required by County, in order to measure outcomes, obtain administrative data or include Clients in County's "Client Advocate" case management coordination and aftercare program to facilitate Client access to housing and services.

7. Definition of Homeless: "A person sleeping in a place not meant for human habitation or in an emergency shelter, a person in transitional or supportive housing for homeless persons referred from community agencies, hospitals, churches, and the police department who originally came from the street or an emergency shelter. The program does not cover populations who are at risk of becoming homeless."

VIII. Special Division Requirements (if appropriate)

Check here if applies X

I. Provider agrees to match the dollar amount actually paid by County to Provider ("Paid Contract Amount") in an amount equal to 12 1/2% of the Paid Contract Amount. The match may be provided in the form of cash, direct units of service or in-kind contributions. In-kind contributions may only include a portion of staff salaries, volunteers, administrative overhead, equipment, space dedicated to the services provided under this Agreement, and other in-kind contributions as agreed to in writing by the Contract Administrator. Provider shall provide proof of the match on or before the due date of the invoice(s) which include(s) the last 12 1/2% of payment due from County to Provider. Such proof shall also include such documentation as the Contract Administrator may require in his/her sole and absolute discretion. To the extent that Provider fails to provide such proof, then that amount shall be deducted from any amounts due and owing by County to Provider under this Agreement or any other agreements between the parties.

B. Organizational Profile: The Organizational Profile for Providers is a component of the Coordinating Council of Broward's community assessment process to support coordinated health, education and human services planning in the County. It is used for the purpose of collecting data for a Coding: Words in ~~struck through~~ type are deletions from existing text.

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county wide resource inventory. The Children's Services Advisory Board has adopted a resolution that states that all funding recommendations and future reimbursements are contingent upon a completed Organizational Profile on file with First Call for Help. This profile is due upon request.

A. Client Risk Prevention and Incident Reporting Requirement

Provider shall 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 state-wide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, FS, this is binding upon both the Provider and its employees.

D. **Internal Documentation:**

Hours of therapy, counseling, case management, nursing

Dates of service attached to client name and ID number, signed by therapist, counselor, case manager or nurse.

Client file as required, including intake sheet and assessment.

Client billing and payment records to include third party reimbursement, when applicable.

Personnel files including hiring records, job descriptions, policies, and evaluation procedures.

Information for referrals/tracking to and from agency per client.

Client information release form.

E. A minimum of 3000 unduplicated Clients will be served annually, except for fiscal year 2003 when a minimum of 3125 unduplicated Clients will be served.

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EXHIBIT D-1 Amendment #2

OUTCOMES

Name of Agency: School Board of Broward Name of Program: Family Counseling
 Division: CSAD Division Contract Number: 02-CSAD-8267-01

| Program Type | Activities | Outcomes | Indicators | Data Source |
|---------------------|---|---|---|---------------------------------------|
| Mental Health | Family counselors will meet with children and families as scheduled for a maximum of 12 sessions. Termination surveys/questionnaires will be attempted for everyone completing a minimum of 3 sessions. | Children improve their mental health functioning. | 80% of the children served will demonstrate improvement in at least 1 <u>behavioral/mental health</u> targeted area, as defined in the treatment plan goal, by termination of counseling. | Clients, Counselors, Schools |
| | | Clients will improve school performance | 80% of Clients presenting with school problems <u>and who have attended at least 4 sessions</u> will improve in at least 1 targeted area of school performance (grades, attendance, behavior referrals) by termination of counseling. | Clients, Counselors, Schools, Parents |

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| | Follow-up mailed/telephone survey will be attempted for all clients completing at least 4 family counseling sessions. | Clients will maintain their level of mental health functioning. | 70% of clients responding to a survey will report maintenance of the gains made in counseling 90 days after termination of services. (The target response rate will be a minimum of 10%). | Clients Follow-up survey information will be maintained in client case files. |
| | 12 month follow-up | Clients will maintain their level of mental health functioning. | 12 months after termination, 55% of clients responding to a survey will report maintenance of the gains made in counseling. | Clients |

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