

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 03/15/05	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number F-4
---------------------------------	--	---	----------------------------------

TITLE:

Proposed Amendment 1 of Contract JD213 with District 10, Department of Children and Families, Substance Abuse and Mental Health Program Office (SAMHPO)

REQUESTED ACTION:

Approve Amendment 1 of Contract JD213 with District 10, Department of Children and Families, Substance Abuse and Mental Health Program Office.

SUMMARY EXPLANATION AND BACKGROUND:

The proposed Amendment reduces the previously approved (8/3/05) contract amount from \$574,796 to \$545,931, a difference of \$28,865. This revision is due to a reduction in District 10, SAMHPO's allocation of Substance Abuse Block Grant Funds from Tallahassee. This will result in a reduction of approximately 671 hours of substance abuse prevention services provided by the BLAST Family Counselors to students who are referred to Alternative to Suspension sites. This reduction does not require a reduction of employees.

The School Board Attorney has approved this contract as to form. The Department of Children and Families will sign this contract following School Board approval.

SCHOOL BOARD GOALS:

- ☒ •Goal One: All students will achieve at their highest potential.
- ☐ •Goal Two: All schools will have equitable resources.
- ☐ •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.
- ☐ •Goal Four: All stakeholders will work together to build a better school system.

FINANCIAL IMPACT:

The total financial impact is \$545,931. The district's contribution to support this item is included in the SSS/ESE Department's general fund budget. There is no additional impact to the school district.

EXHIBITS: (List)

Amendment 1 of Contract JD213 with District 10, Department of Children and Families, Substance Abuse and Mental Health Program Office.

BOARD ACTION:

APPROVED

(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATION:

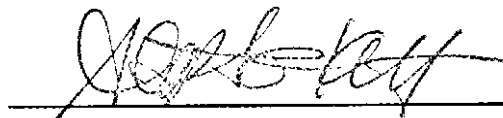
Leah Kelly	754-321-2560
Barbara J. Myrick	754-321-2564
Name	Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
CURRICULUM & INSTRUCTION/STUDENT SUPPORT
DR. EARLEAN C. SMILEY, DEPUTY SUPERINTENDENT

Approved in Open Board Meeting
on:

MAR 15 2005

By:



School Board Chair

AMENDMENT # 1

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the department and School Board of Broward County, A Local Governmental Agency, hereinafter referred to as the provider, amends contract # JD213.

1. **Standard Contract, Section II, A**, page 5 is hereby amended to read:

A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$545,931.00**, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

2. **Standard Contract, page 7**, the following sentence is hereby amended to read:

IN WITNESS THEREOF, the parties hereto have caused this **65** page contract to be executed by their undersigned officials as duly authorized.

3. **Attachment I** is hereby replaced with the new **Attachment I**.

4. **Attachment II** is hereby replaced with the new **Attachment II**.

5. **Exhibit A, Clients to be Served**, is hereby replaced with the new **Exhibit A, Clients to be Served**.

6. **Exhibit B, Method of Payment**, is hereby replaced with the new **Exhibit B, Method of Payment**.

7. **Exhibit F, Minimum Service Requirement**, is hereby replaced with the new **Exhibit F, Minimum Service Requirement**.

8. **Exhibit G, State Funding by Program, Activity & Cost Center**, for each state fiscal year is hereby replaced with the new **Exhibit G, State Funding by Program, Activity & Cost Center** for each state fiscal year.

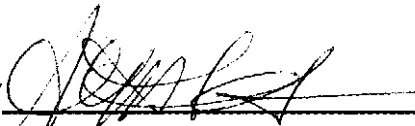
9. **Exhibit H, Funding Detail**, for each state fiscal year is hereby replaced with the new **Exhibit H, Funding Detail** for each state fiscal year.

This amendment shall begin on February 1, 2005 or the date on which the amendment has been signed by both parties, which ever is later. All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this 43 page amendment to be executed by their officials thereunto duly authorized.

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

SIGNED BY



PRINT NAME: STEPHANIE ARMA KRAFT, ESQ.

TITLE: School Board Chair

DATE: 3/15/05

FEDERAL EID NUMBER: F59-6000530

STATE OF FLORIDA
DEPARTMENT OF CHILDREN
AND FAMILIES

SIGNED BY



PRINT NAME: PATRICIA KRAMER

TITLE: SAMH Program Supervisor

DATE: 4/6/05

FOR THE PROVIDER

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

BY: _____


STEPHANIE ARMA KRAFT, ESQ.

ATTEST:


FRANKLIN E. TILL, JR., Superintendent

APPROVED AS TO FORM:


SCHOOL BOARD ATTORNEY

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

Refer to the Glossary in CFOP 75-2, Contract Management System for Contractual Services, which can be found at the following web site:

<http://www.dcf.state.fl.us/publications/policies/075-2.pdf>

b. Program/Service Specific Terms

(1) ASAM PPC-2R Florida Supplement – American Society of Addiction Medicine, Patient Placement Criteria for the Treatment of Substance Related Disorders, second edition - revised, July 1, 2001, or the latest revised edition thereof.

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

(3) Client (synonymous with recipients and persons who are receiving services) - Any individual who is receiving services in any substance abuse or mental health program whose cost of care is paid, in part or in whole, by the department, Medicaid, or local match.

(4) Community-Based Services - Mental Health and Substance Abuse services provided outside a state mental health facility

(5) Cost Center (synonymous with services) – A grouping of services that is similar in time, intensity and function where the average cost for service is generally the same. See Rule 65E-14.021(2), Florida Administrative Code (F.A.C.) for a complete listing of approved cost centers.

(6) Department of Children & Families, Pamphlet 155-2, Mental Health and Substance Abuse Measurement and Data, effective March 2004 (5th edition, version 4), or the latest revised edition thereof – A document promulgated by the department that contains required data reporting elements for substance abuse and mental health services hereafter referred to as "CFP 155-2."

(7) Local Match – Funds received and expended from governing bodies of local government, including city commissions, county commissions, district school boards, special tax districts, private hospital funds, private gifts (both individual and corporate), bequests and funds received from community

drives or any other source. See subsection 394.67(14), F.S.

(8) Missing Children Language Definitions:

- a. Designee - a person, contractual provider or other agency or entity named by the Department.
- b. Exigent Circumstances - situations that require immediate actions, such as the child is under the age of thirteen, believed to be out of the zone of safety for their age and development, mentally incapacitated, in a life threatening situation, in the company of others who could endanger their welfare or is absent under circumstance inconsistent with established behaviors.
- c. Missing Child - a person who is under the age of 18 years; whose location has not been determined; and who has been or will be reported as missing to a law enforcement agency.
- d. Family Services Counselor - a professional position responsible for case management for children placements. The term includes Department of Children and Families staff and staff working for an agency named as a designee.

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

(10) Prorated Share - The total number of unpaid units or funds divided by the number of months remaining between the time the prorated share is calculated and the end date of the contract.

(11) Representative Payee - An entity who is legally authorized to receive Supplemental Security Income, Social Security Income, Veterans Administration benefits, or other federal benefits on behalf of a client.

(12) SAMH – Substance Abuse and Mental Health.

(13) TANF Participant – A person or family member of that person as defined in 45 CFR Part 260 and section 414.1585 and subsection 414.0252(9), F.S.

(14) Temporary Assistance to Needy Families Program (TANF) - Cash assistance families include any families receiving cash assistance payments or TANF diversion services from the state program pursuant to the provisions of section 414.045, F.S., and Part A of Title IV of the Social Security Act.

(15) Unit Measurement – Deliverables to be used in billing the department for

services. There are nine (9) different unit measurements. The definition of each can be found in Rule 65E-14.021(5)(a), F.A.C.

(16) Verifiable Service – Documentation of service provision in compliance with the requirements contained in Rule 65E-14.021(7), F.A.C.

2. General Description

a. General Statement

The services provided under this contract are community-based substance abuse and mental health services provided to adults and children, as authorized in section 394.74, F.S.

b. Authority

Chapters 39, 393, 394, 397, and 415 F.S provide the department with authority to contract.

c. Scope of Service

The provider is responsible for the administration and provision of services in the following counties: **Broward**

d. Major Program Goals

The intent of Substance Abuse and Mental Health programs is to promote and improve the behavioral health of the citizens of the state by making substance abuse and mental health treatment and support services available through a community-based system of care.

3. Clients to be Served

See Exhibit A, Clients to be Served,

B. Manner of Service Provision

1. Service Tasks

a. Task List

(1) The provider shall deliver services according to the Program Description on file in the contract manager's file and is incorporated herein by reference.

(2) The provider shall deliver units of services by program in the number specified in **Exhibit G, State Funding by Program, Activity and Cost Center.**

(3) The provider shall serve the number of persons indicated in **Exhibit D, Substance Abuse and Mental Health Required Outcomes and Outputs.**

(4) The provider shall use the Florida Supplement (ASAM PPC-2R), for assessing and placing clients receiving substance abuse treatment services.

(5) The provider shall establish a grievance procedure which applicants for, and recipients of, services may use to present grievances to the governing authority of the provider about services being provided under this contract.

(6) The provider shall ensure that clients discharged from state mental health treatment facilities will be maintained on the medication that was prescribed for them by the facility at discharge pursuant to 394.676 F.S. Maintaining includes performing required lab tests, providing the medication, and providing appropriate physician oversight.

(7) The provider shall ensure that clients who are receiving substance abuse services paid for, in whole or in part, by this contract, Medicaid or local match, shall be informed of procedures to gather follow-up information on clients after treatment.

(a) All providers shall use the standardized informed consent form for the follow-up survey form. See **Exhibit J, Informed Consent for Follow-Up Survey.**

(b) The provider shall contact clients at least once during the three (3) months following discharge to update client's contact information.

b. Task Limits

Services will be provided to children who are seriously emotionally disturbed, at risk of emotional disturbance, and at risk for substance abuse and to adults at risk of substance abuse who are residents of Broward County.

2. Staffing Requirements

a. Staffing Levels

The provider will maintain staffing levels in compliance with applicable rules, statutes and licensing standards.

b. Professional Qualifications

(1) The provider shall comply with applicable rules, statutes, and licensing standards with regard to professional qualifications.

(2) The provider shall comply with sections 394.4572 and 397.451, F.S., with regard to screening and fingerprinting of mental health and substance abuse personnel.

c. Staffing Changes

The provider shall notify the contract manager, in writing, of staffing changes regarding the positions of Chief Executive Officer, Chief Operating Officer and Chief Financial Officer pursuant to 65E-14.021(8)(d)(5), F.A.C.

d. Subcontractors

Subcontracting must have prior written approval from the department. Substance Abuse Prevention and Treatment Block Grant funds can not be subcontracted to a For-Profit entity.

3. Service Location and Equipment

a. Service Delivery Location

The location of services will be as specified in the Program Description pursuant to 65E-14.021(8)(d)1.d.(III), F.A.C.

b. Service Times

(1) The days and times will be as specified in the Program Description.

(2) The provider shall notify the contract manager, in writing, of any changes in days and times where services are being provided pursuant to 65E-14.021(8)(d)5., F.A.C.

c. Changes in Location

The provider shall notify the contract manager, in writing, of any changes in locations where services are being provided pursuant to 65E-14.021(8)(d)5, F.A.C.

d. Equipment

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

4. Deliverables

a. Service Units

The provider agrees to deliver the service units specified in **Exhibit G, State**

Funding by Program, Activity and Cost Center.**b. Records and Documentation**

The provider agrees to protect confidential records from disclosure and to protect client confidentiality in accordance with subsections 397.501(7), 394.455(3), sections 394.4615, and 414.295, F.S.

c. Reports

(1) The provider shall submit to the department financial and programmatic reports specified in **Exhibit C, Required Reports** by the dates specified.

(2) The provider shall submit data, pursuant to subsection 394.74(3)(e), F.S. and Rule 65E-14.022, F.A.C. Data shall be submitted electronically as specified in CFP 155-2.

(3) Upon request, the provider shall submit to the department information regarding the amount and number of services paid for by the Community Mental Health Services Block Grant and/or the Substance Abuse Prevention and Treatment Block Grant.

(4) The provider shall ensure that its audit report will include the standard schedules that are outlined in Rule 65E-14.003, F.A.C.

(5) Delivery of reports shall not be construed to mean acceptance of those reports; acceptance, in writing, of required reports shall constitute a separate act and shall be approved by the contract manager as such. The department reserves the right to reject reports as incomplete, inadequate or unacceptable.

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 Measurement 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) The provider will ensure that the invoices submitted to the department reconcile with the amount of funding and services specified in this contract as well as the agency's audit report and client information system.

(2) The provider agrees to comply with all other applicable federal laws, state statutes and associated administrative rules as may be promulgated or amended. See **Exhibit F, Minimum Service Requirements**.

(3) If the provider is the representative payee for Supplemental Security Income, Social Security Administration, Veterans Administration, or other federal benefits on behalf of the client, the provider agrees to comply with the applicable federal laws including the establishment and management of individual client trust accounts (20 CFR 416 and 31 CFR 240).

(4) 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.

(5) A provider that receives federal block grant funds from the Substance Abuse Prevention and Treatment or Community Mental Health Block Grants agrees to comply with Subparts I and II of Part B of Title XIX of the Public Health Service Act, sections 42 U.S.C. 300x-21 et seq. (as approved September 22, 2000) and the Health and Human Services (HHS) Block Grant regulations (45 CFR Part 96).

(6) If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply pursuant to 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 CFR 164.524.

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

(g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR 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 to make the return or destruction infeasible.

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

(7) Reporting Missing Children

The provider agrees to instruct caregivers (including relatives and non-relatives) to immediately do the following, as applicable, and document their attempts upon discovering a child under their care is missing:

(a) If exigent circumstances exist, the caregiver will call local law enforcement as soon as the determination is made that the child is missing and ask the officer to:

- i. Take a report of the missing child.
- ii. Assign a case number and provide the number back to the caregiver or person reporting the child missing.
- iii. Provide a copy of the law enforcement case report, when it is available.
- iv. If the responding law enforcement officer refuses to take a missing child report, for any reason, the caregiver will request to speak to the appropriate Watch Commander and document the officer's name and specific local law enforcement agency name. If the Watch Commander refuses to take a missing child report, the caregiver will immediately contact the family services counselor or on-call staff to report this information. The counselor will report this information to the FDLE-MCIC contact person who will contact FDLE to request assistance in obtaining the missing child report.
- v. The caregiver will notify the child's family services counselor or emergency on-call staff and share all pertinent information listed above with emphasis on providing the law enforcement agency name, case number and if available a copy of the law enforcement report.

(b) If exigent circumstances do not exist, the caregiver will within the first hour check to see what, if any, of the child's personal belongings are missing or if the child left a note; and,

i. Call the following persons as appropriate to ascertain if the child has been seen, or has given any indications that may explain the child's missing status:

1. School/child's teachers and school resource officer;
2. The child's relatives/parents, both local and non-local, if appropriate and the caregiver has the means for such contact;
3. Any friends or places that the child generally frequents, the local runaway shelter (if there is one in the community); and,
4. The child's employer, if applicable.

ii. Write down any information gathered that might help locate the child.

iii. Provide telephone/beeper numbers and ask for the individuals above to call back and share information if they have further information or see the child.

iv. Write down what the child was wearing the last time the child was seen and obtain a recent photo.

v. Notify the child's family services counselor or emergency on-call staff and share all pertinent information listed above with emphasis on providing the law enforcement agency name and case number if available.

(c) If at any time the child returns to the caregiver home, all law enforcement agencies and other agencies notified that the child was missing must be contacted immediately. If at any time **new information** is obtained on the child's location, all law enforcement agencies and other agencies notified that the child was missing must be contacted immediately and appropriate efforts taken to return the child to the caregivers' home.

b. Coordination with other Providers/Entities

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

(1) The provider hereby agrees to develop and implement a system of care with the department's contracted Community Based Care providers within their communities through the execution of a departmental approved working agreement. The intent of the working agreement is to establish a formal

linkage of partnerships with a shared vision for improving outcomes for families involved in the child welfare system by providing integrated community support and services.

(2) The working agreement shall be submitted to the SAMH contract manager within ninety (90) days of contract execution.

(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.

c. Minimum Service Requirements

See **Exhibit F, Minimum Service Requirements**

7. Department Responsibilities

a. Department Obligations

(1) The department will participate in the collaborative development and implementation of the working agreement with the Community Based Care and Substance Abuse and Mental Health providers to ensure the integration of services and support within the community. The department will support the development and implementation of the working agreement by providing an example of a policy working agreement, system of care information, data reporting requirements and technical assistance.

(2) The department will provide technical assistance to the provider, relative to the negotiated terms of 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):

Should a dispute arise, the Department will make a final determination as to whether or not the contract terms are being fulfilled according to the contract specifications. If these determinations involve the management information or fiscal accounting systems, both parties agree that these determinations and procedures must comply with the provisions of section 394.77, F.S.

c. Monitoring Requirements

The provider will be monitored in accordance with 394.741 F.S.

C. Method of Payment

See the following Exhibits for HC02:

Exhibit B, Method of Payment

Exhibit E-1 Substance Abuse and Mental Health Services Monthly Non-TANF Advance/Payment Request

Exhibit E-2, Substance Abuse and Mental Health Services TANF Monthly Invoice

Exhibit G, State Funding by Program, Activity and Cost Center

Exhibit H, Funding Detail

Exhibit K, Temporary Assistance to Needy Families (TANF) Guidelines

D. Special Provisions

1. Fee Schedule

The provider shall comply with the provisions of Rule 65E-14.018, F.A.C. A copy of the sliding fee scale that reflects the uniform schedule of discounts referenced in 65E-14.018(4) shall be furnished by the provider to the contract manager within thirty (30) days of contract execution.

2. Service Provision Requirements for Substance Abuse Prevention and Treatment Block Grants

a. If funding is received from the Substance Abuse Prevention and Treatment Block Grant, the provider also agrees to comply with the data submission requirements outlined in CFP 155-2, Appendix Q.

b. The provider shall make available, either directly or by arrangement with others, tuberculosis services to include counseling, testing and referral for evaluation and treatment

c. Funds under this grant may be used to support substance abuse treatment services for individuals with a co-occurring mental disorder as long as the funds allocated are used to support substance abuse prevention and treatment services and can be tracked to the specific substance abuse activity as listed in **Exhibit G, State Funding by Program, Activity and Cost Center.**

d. If funding is received from the Substance Abuse Treatment and Prevention Block Grant, the provider is required to participate in the State's Peer Review process to assess the quality, appropriateness, and efficacy of treatment services provided to individuals under this contract pursuant to 45 CFR 96.136.

3. Indigent Drug Program

If the provider receives funding under the Indigent Drug Program, the provider must:

a. Ensure that all funds allocated for use of purchasing psychotropic medications

or medications accessed through line of credit from the Indigent Drug Program (IDP) are used for individuals who meet any of the following criteria:

- (1) Have an annual income that is at or below 150% of the Federal Poverty Income Guidelines, as published annually in the Federal Register.
 - (2) Have no liable third-party insurance or other source of psychotropic medications available, nor is the individual a participant in a program where psychotropic medications are paid for by any other funding source.
 - (3) If the individual has third party insurance for psychotropic medications but has temporarily been denied benefits for these medications, they may receive IDP medications until such time as eligibility has been reestablished.
- b. Actively participate in patient assistance programs for atypical antipsychotic medications offered by Eli Lilly, AstraZeneca, Janssen or other pharmaceutical manufacturers that agree to participate in the Indigent Psychiatric Medication Reform Plan and are made known to the provider.
 - c. Participate in training noticed by the department for the purposes of explaining how to access participating manufacturers' patient assistance programs.

4. Transportation Disadvantaged

The provider agrees to comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients. The provider agrees to comply with the provisions of CFOP 40-5 if public funds provided under this contract will be used to purchase vehicles which will be used to transport clients.

5. Agreements with Health Maintenance Organizations/Managed Care Organizations

- a. The provider shall notify the department's contract manager, in writing, prior to entering into a contract for the provision of behavioral health services with a health maintenance organization or other managed care organization that is capitated by Medicaid to provide behavioral health services or an agent of any such health maintenance organization or other managed care organization.
- b. Copies of the contract shall be furnished to the contract manager within thirty (30) days of execution.

6. Certified Minority Business Enterprise (CMBE)

The Provider is encouraged to utilize Certified Minority Business Enterprises

(CMBE) where possible, as vendors, suppliers and subcontractors and to maintain documentation regarding the name/date of transaction whereby a CMBE was used. All such documentation shall be submitted to the Contract Manager on a semi-annual basis.

7. Insurance

The Provider will furnish evidence of employee dishonesty insurance to cover all officers, employees and agents of the Provider authorized to handle funds received or disbursed under this contract. The dishonesty insurance shall be in an amount commensurate with the funds handled and consistent with good business practice.

8. Monitoring & Evaluation

All Department providers are subject to unannounced random site visitation.

9. Organizational Profile

The Organizational Profile for Providers is a component of the Coordinating Council of Broward's (CCB) 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 the Community Resource Inventory.

The Provider will submit a completed/updated profile to First Call for Help, on an annual basis. Directions for obtaining a data input form can be accessed by calling the information manager at First Call for Help (954) 467- 5610.

10. The Provider shall comply with any requirements imposed by court order or settlement related to pending or future lawsuits against the Department that affect services provided under this contract.

11. The Provider agrees to notify the Contract Manager within five (5) business days of any change or event in the agency's corporate status, i.e. administrative dissolution, etc.

12. Upon written notification of a scheduled monitoring, the provider will submit all requested documentation within the time frames specified.

13. Board of Directors

The provider will supply a list of the board of directors, which shall identify the names, titles, mailing addresses, and telephone numbers of all members of the board. In addition, the provider will add the Contract Manager to the mailing list for notification of upcoming Board meetings, and include copies of the agenda, the most recent Board meeting minutes and attachments.

14. Cultural Proficiency

The Provider will assure equal access to quality services by diverse populations by:

- a. Promoting and supporting the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.
- b. Developing and implementing a strategy to recruit, train and promote qualified, diverse and culturally proficient administrative, clinical and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
- c. Requiring and arranging for ongoing education and training for administrative, clinical and support staff in culturally and linguistically proficient service delivery.
- d. The provider will develop a plan utilizing the District's Cultural Work Group and initiatives, and where applicable, program specific standards, i.e., "Cultural Competence Standards in Behavioral Health Services in District 10, Broward County, Florida". This plan is to be developed by January 2005 and maintained with the provider.

15. Incident Reporting Procedure

The Provider agrees to submit incident reports, **Exhibit I**, to the Contract Manager and designated Department personnel. The Provider also agrees that the report format, content and distribution will be in accordance with current Department procedures. The Providers will be informed of procedural changes and updates by the Department. The Providers agree to implement or incorporate said changes upon notification.

16. The Office of Consumer Affairs

This office works in close collaboration with the D10 SAMH program office. The providers will support this service by allowing the OCA access to their agency. The OCA may sponsor consumer dialogues within the agency, results of which will be reported to the D 10 SAMH program office and the provider management. These reports are not to be considered as an official monitoring and as such are not to be used by the D 10 SAMH program office in any official monitoring capacity. The OCA will not ask for, nor should they have access to, any client records.

17. Mental Health Advance Directive

This is a written document that is willfully and voluntarily executed by a person served who is competent to make an informed decision about his or her mental

health treatment. This directive assures that if the person served is found to be incompetent to consent to mental health treatment at some time in the future, his or her choices regarding treatment will be carried out, despite the individual's inability to make decisions for him or her self at the time of crisis. Providers of adult mental health and/or Substance Abuse services will participate in Advanced Directive training. As appropriate, the provider will support the intent of this initiative.

18. Actual Prevention Expenditures Report

The Proposed Prevention Expenditures Report for 2004-2005, **Exhibit K**, will be submitted within 30 days of execution of this contract, with actual monthly prevention services accounted for through monthly submission of Exhibit K to the contract manager.

19. Prevention Services Plan

A Prevention Services Plan must be submitted to the Contract Manager within 30 days of execution of this contract. Any changes to the Plan made during the Fiscal year will require prior approval from the Program Office. This plan will contain the following information:

(a) A prevention service program description identifying and supplying supportive information. The projected number of persons to be served under each domain in the **Exhibit K** and the projected number of persons to be served specifically by the science-based model to be implemented;

(b) The specific area(s) to be served by the science-based model;

(c) Provider may utilize up to, but not exceed, 20% of the units of service purchased under this contract for children's substance abuse prevention activities that may not be directly related to the model being implemented but are supportive of the model and/or are supportive of achieving the prevention goal of the Florida Drug Control Strategy of reducing youth drug use to no more than 4% (use within the last 30 days) by the year 2005. These activities must be allowable under Substance Abuse Prevention and Treatment Block Grant funding, must fall within one of CSAP's defined six strategy areas, must be reflected in the monthly Prevention Services Report, and are subject to the approval of the Department. The unduplicated number of clients served through these activities will not reduce the number of clients the provider is required to serve with the **science-based prevention program** model.

20. Quality Improvement Program

An essential component of providing quality services is seeking ways to improve these services through self-assessment and improvement activities.

The Provider will establish a Quality Improvement Program, which will include the development and implementation of a Quality Improvement Plan and a Client Satisfaction Survey. Documentation of quality improvement activities, including periodic reports of progress made in achieving the goals enumerated in the plan, will be submitted to the Department's Contract Manager within **15 days** after the end of each quarter.

21. Performance-Based Prevention System (PBPS)

The provider agrees to submit all prevention data required for the Performance-Based Prevention System (PBPS) in a manner as required by the PBPS and to cooperate with the University of Miami regarding setting up and carrying out an evaluation plan for the designated program or services being tracked through the PBPS.

22. Guiding Good Choices (GGC) Programs

For funding specified in **Exhibit B** under OCA 27PR2, the provider agrees to implement and utilize the Guiding Good Choices (GGC) model in Adult Substance Abuse prevention and participate in the GGC Consortium. For funding specified in **Exhibit B**, under OCA 27PR6, the provider agrees to utilize the "**GGC**" Adult Substance Abuse prevention program and participate in the GGC Consortium.

23. GGC Consortium

The provider will coordinate the provision of "Guiding Good Choices" (GGC) services with the Broward County Commission on Substance Abuse. The provider will comply with requirements of the Consortium including attendance at meetings, submission of required forms and documentation in a timely manner, identification of specific service delivery information and attendance at any GGC overview and community marketing events designated by the Commission as beneficial to the enhancement and support of the Consortium. Compliance will be reported to the provider's Contract Manager by the Commission and included in the Department's monitoring of this contract. The coordination includes:

The provider agrees to have appropriate representatives attend any Department-mandated meetings and trainings.

24. Integrated Services to clients with a dual diagnosis

In order to provide more accessible, integrated, continuous, and comprehensive services to clients, the Provider agrees to assess and enhance services where appropriate to respond to the multiple needs of clients.

The Provider will complete the COMPASS™ (Minkoff & Cline, 2001), self survey tool to assess current capacity for delivery of integrated services. This survey may

tool to assess current capacity for delivery of integrated services. This survey may be obtained from the District SAMH Program Office, and is to be completed by January 2005 and maintained with the provider. Provider is encouraged to participate in the Districts Integrated Services Workgroup and the initiatives towards attainment of CCISC goals.

25. The provider agrees to notify the department if an employee is convicted of committing fraud. As defined in CFOP 180-4, "Fraud" means to commit an intentional violation of law or a deliberate misrepresentation or concealment so as to secure unfair or unlawful financial or personal gain.

E. List of Exhibits

- 1. Exhibit A,** Clients to be Served (HC02)
- 2. Exhibit B,** Method of Payment (HC02)
- 3. Exhibit C,** Required Reports
- 4. Exhibit D,** Substance Abuse and Mental Health Required Outcomes and Outputs
- 5. Exhibit E**
Exhibit E-1, Substance Abuse and Mental Health Services Monthly Non-TANF Advance/Payment Request (HC02)
Exhibit E-2, Substance Abuse and Mental Health Services TANF Monthly Invoice (HC02)
- 6. Exhibit F,** Minimum Service Requirements
- 7. Exhibit G,**
State Funding by Program, Activity and Cost Center (HC02)
- 8. Exhibit H,**
Funding Detail (HC02)
- 9. Exhibit I,** Unusual Incident Reporting and Client Risk Prevention
- 10. Exhibit J,** Informed Consent for Follow-up Survey
- 11. Exhibit K,** Prevention Expenditures Report

Exhibit A**Clients to be Served****A. General Description**

The provider agrees to provide services funded by this contract to the target population(s) that checked below:

- ☐ Adult Mental Health – Forensic Involvement
- ☐ Adult Mental Health - Severe and Persistent Mental Illness
- ☐ Adult Mental Health – Serious and Acute Episodes of Mental Illness
- ☐ Adults with Mental Health Problems
- ☒ Children's Mental Health - Seriously Emotionally Disturbed
- ☐ Children's Mental Health - Emotionally Disturbed
- ☒ Children's Mental Health - At Risk of Emotional Disturbance
- ☐ Adults with Substance Abuse Problems
- ☒ Adults at Risk of Substance Abuse Problems
- ☐ Children with Substance Abuse Problems
- ☒ Children at Risk of Substance Abuse Problems

B. Client Eligibility

(1) The provider agrees that all persons meeting the target population descriptions in the paragraph above are eligible for services based on the availability of resources. A detailed description of each target population is contained in CFP 155-2.

C. Client Determination

(1) Determination of client eligibility is exclusively the responsibility of the provider.

D. Contract Limits

(1) The provider is not authorized to bill the department for more units than are specified in **Exhibit G, State Funding by Program, Activity and Cost Center**, or for more units than can be purchased with the amount of funds specified in **Exhibit G**.

(2) The department may unilaterally increase or decrease the initial number of units specified in **Exhibit G**, up to ninety (90) days after the contract's effective date, based on the availability of state funding.

(2) The provider agrees that funds provided in this contract will not be used to serve persons outside the target population(s) specified in the paragraph above.

(3) 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.

EXHIBIT B**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 service units provided in accordance with the terms and conditions of this contract for a total dollar amount not to exceed **\$545,931.00**, subject to the availability of funds

b. The department shall pay for the service units at the unit price(s) and limits listed on **Exhibit G, State Funding by Program, Activity and Cost Center**, totaling **\$545,931.00**, subject to the availability of funds.

c. The provider shall provide local match up to the amount specified in **Exhibit H, Funding Detail**.

d. The department shall reduce or withhold funds pursuant to Rule 65-29.001, F.A.C., if the provider fails to comply with the terms of the contract and/or fails to submit client enrollment, demographic, service or outcome information as required in subsection 394.74(3)(e) F.S., CFP 155-2 and Rule 65E-14, F.A.C. (By the due date listed on **Exhibit C, Required Reports**.)

e. The department's decision to reduce or withhold funds will be submitted to the provider in writing. The written notice will specify the manner in which the provider has failed to comply with the terms of the contract. When compliance is achieved, withheld funds will be reinstated to the provider.

f. If a provider closes or suspends the provision of services funded by this contract, the provider agrees to notify the department in writing thirty (30) calendar days prior to their intent to close, suspend or end service(s). If the provider fails to notify the department, the provider hereby agrees not to request payment for services provided in prior months if the actual number of services in the month for which payment is being requested is less than twenty-five percent (25%) of the prorated amount of services by cost center as given on **Exhibit G, State Funding by Program, Activity and Cost Center** or twenty-five percent (25%) of the prorated share of the amount of funding as specified on **Exhibit G, State Funding by Program, Activity and Cost Center**.

2. MyFloridaMarketPlace Transaction Fee

a. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the provider shall pay to the State.

b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the provider. If automatic deduction is not possible, the provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, provider certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

c. The provider shall receive a credit of any Transaction Fee paid by the provider for the purchase of any item(s) if such item(s) are returned to the provider through no fault, act, or omission of the provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the provider's failure to perform or comply with specifications or requirements of the agreement.

d. Failure to comply with these requirements shall constitute grounds for declaring the provider in default and recovering procurement costs from the provider in addition to all outstanding fees. PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

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

3. Medicaid Billing

a. The department and the provider specifically agree and acknowledge that the Medicaid Program is the payer of last resort, and

b. For Medicaid purposes, the department shall not be considered a liable third party for Mental Health and Substance Abuse Program payments funded through the department;

c. In no event shall the provider bill the Medicaid program for services or expenses for Medicaid recipients for which the provider has already been paid by any other liable third party payor;

d. Provider services covered under the Florida Medicaid program for Medicaid recipients may be billed to the Medicaid Program by the provider, unless the provider is already being paid by any other liable third party;

e. Authorized provider services to non-Medicaid recipients, or for non-Medicaid covered services, may only be billed to the department or any other non-Medicaid first or third party payor;

- f. The Medicaid enrolled provider may not bill the department for Medicaid covered services provided to Medicaid eligible recipients;
- g. The provider shall identify and report Medicaid earnings separate from all other fees;
- h. Medicaid earnings cannot be used as local match;
- i. The provider shall ensure that Medicaid payments are accounted for in compliance with federal regulations;
- j. In no event shall both Medicaid and the department be billed for the same service;
- k. The provider operating a residential treatment facility licensed as a crisis stabilization unit, detoxification facility, short-term residential treatment facility, residential treatment facility Levels 1 or 2, or therapeutic group home that is greater than 16 beds is not permitted to bill or knowingly access Medicaid for any services for recipients while in these facilities; and
- l. The provider operating a children's residential treatment center of greater than 16 beds is not permitted to bill or knowingly access Medicaid for any services for recipients in these facilities except as permitted under the Medicaid State Inpatient Psychiatric Program Waiver.

4. Payments from MCO and HMO Organizations

Unless waived in section D (Special Provisions) of this contract, the provider agrees that subcapitated rates from either a managed care organization (MCO) or a health maintenance organization (HMO) will be considered to be "third party payer" contractual fees as defined in Rule 65E-14.001(2)(z), F.A.C. Units of services which are covered by the subcapitated contracts and provided to persons covered by these subcapitated contracts must not be billed to the department.

5. Flexible Payment Provision

a. The provider is authorized, within approved cost centers, to bill the department for eligible service units, up to a maximum of **15%** more than the funding level specified on **Exhibit G, State Funding by Program, Activity and Cost Center**. The aggregate cost center billings and payments within a Program Activity must not exceed the total contracted Program Activity funding. Payment for eligible excess units shall be made subject to the final invoice and subsequent payment.

b. The district SAMH program supervisor may deny invoicing flexibility provisions only pursuant to the parameters outlined in Rule 65E-14.021(10)(b)(3) sub-parts

(c) and (d), F.A.C. Those cost centers denied flexibility are identified on **Exhibit G, State Funding by Program, Activity and Cost Center**.

c. The following Substance Abuse and Mental Health cost centers are exempt from these flexibility provisions: FACT Teams, Outpatient Detoxification, Substance Abuse Detoxification, Inpatient, Crisis Stabilization, Crisis Support/Emergency and Short Term Residential Treatment.

6. Invoice Requirements

a. The provider shall request payment monthly through submission of a properly completed invoice, **Exhibit E-1**, and/or **Exhibit E-2** within thirty (30) days following the end of the month for which payment is being requested for the delivery of service.

b. The provider's final invoice must reconcile actual service units provided during the contract period with the amount paid by the department.

c. The total number of monthly service units paid under this contract can not exceed the total number of units as specified on **Exhibit G , State Funding by Program, Activity and Cost Center** or total amount of funding as specified on **Exhibit G**.

d. If no services are due to be invoiced from the preceding month, the provider shall submit a written document to the department indicating this information within thirty (30) days following the end of the month

7. Supporting Documentation

a. The provider agrees to maintain service documentation for each service billed to the department pursuant to this contract. Proper service documentation for each SAMH cost center is outlined in Rule 65E-14.021(7), F.A.C.

b. The department and the Office of the Chief Financial Officer reserve the right to request supporting documentation at any time after actual units have been delivered.

EXHIBIT F**Minimum Service Requirements**

The provider and its subcontractors shall be knowledgeable of and fully comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

I. PROGRAMMATIC AUTHORITY (FEDERAL)**A. Mental Health**

42 U.S.C. 300x to 300x-9

<http://www4.law.cornell.edu/uscode/42/ch6AschXVIIpB.html>

B. Substance Abuse Prevention and Treatment Block Grant (SAPTBG)

42 U.S.C. 290kk, et seq.

<http://www4.law.cornell.edu/uscode/42/ch6AschIII-ApJ.html>

42 U.S.C. 300x-21 to 300x-35 and 300x-51 to 300x-66

<http://www4.law.cornell.edu/uscode/>

42 CFR Part 54

http://www.access.gpo.gov/nara/cfr/waisidx_03/42cfr54_03.html

45 CFR 96.120 - 137

http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr96_03.html

Restrictions on expenditures of SAPTBG

45 CFR 96.135

http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr96_03.htm

C. Substance Abuse-Confidentiality

42 CFR Chapter 2

http://www.access.gpo.gov/nara/cfr/waisidx_03/42cfr2_03.html

D. Health Insurance Portability and Accountability Act (HIPAA)

45 CFR 164

http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr164_03.html

E. Social Security Income for the Aged, Blind and Disabled

20 CFR 416

http://www.access.gpo.gov/nara/cfr/waisidx_03/20cfr416_03.html**F. Endorsement and payment of checks drawn on the United States Treasury**

31 CFR 240 relating to SSA

http://www.access.gpo.gov/nara/cfr/waisidx_03/31cfr240_03.html**G. Temporary Assistance to Needy Families (TANF)**

Part A, Title IV of the Social Security Act

45 CFR Part 260

http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr260_03.html

Section 414.1585, F.S.

<http://www.flsenate.gov/statutes/index>.**H. Positive Alternatives to Homelessness (PATH)**Public Health Services Act, title V, Part C, Section 521, as amended
42 U.S.C. 290cc-21 et. seq.<http://www4.law.cornell.edu/uscode/>Stewart B. McKinney Homeless Assistance Amendments Act of 1990,
Public Law 101-645<http://thomas.loc.gov/cgi-bin/bdquery>

42 CFR Part 54

http://www.access.gpo.gov/nara/cfr/waisidx_03/42cfr54_03.html**II. FLORIDA STATUTES**

All State of Florida statutes can be found at the following website:

<http://www.flsenate.gov/statutes/index>.**A. Child Welfare and Community Based Care**

CH 39

Proceedings Relating to Children

CH 119

Public Records

CH 402

Health and Human Services; Miscellaneous
Provisions

s. 402.3057	Persons not required to be refingerprinted or rescreened
CH 435	Employment Screening
CH 490	Psychological Services
CH 491	Clinical, Counseling and psychotherapy services
s. 414.295	Public Records Exemptions
CH 1002	Compulsory School Attendance

B. Substance Abuse and Mental Health Services

CH 381	Public Health General Provisions
CH 386	Particular Conditions Affecting Public Health
CH 395	Hospital Licensing and Regulation
CH 394	Mental Health
CH 397	Substance Abuse Services
CH 400	Nursing Home
s. 409.906(8)	Medicaid
CH 458	Medical Practice
CH 459	Osteopathic
CH 464	Nursing
CH 465	Pharmacy
CH 490	Psychological Services
CH 491	Clinical, Counseling and Psychotherapy
CH 499	Drug, Cosmetic and Household Products
CH 553	Building Construction Standards
CH 893	Drug Abuse Prevention and Control

C. Developmental Disabilities

CH 393	Developmental Disabilities
--------	----------------------------

D. Adult Protective Services

CH 415	Adult Protective Services
--------	---------------------------

E. Forensics

CH 916	Mentally Deficient and Mentally Ill Defendants.
985.223	Incompetency in Juvenile Delinquency Cases
s. 985.224	Delinquency; Interstate Compact on Juveniles

F. Florida Assertive Community Treatment (FACT)

General Appropriations Act 2004-2005
<http://www.flsenate.gov/Session/index>.

G. Department of Administrative Services

s 112.061	Per diem and Travel Expenses
s 112.3185	Contractual Services
CH 120	Administrative Procedures Act
s 215.422	Warrants and Processing Time
ss 216.181(16)(b)	Advanced funds invested in interest bearing accounts
s 205.0515	Public Property and Buildings
CH 287	Property and Services
CH 815	Computer Related Crimes

III. FLORIDA ADMINISTRATIVE CODE (RULES)**A. Child Welfare and Community Based Care**

All references to F.A.C. may be found at the following website:
<http://fac.dos.state.fl.us/faconline/chapter65.pdf>

65C-13	Substitute Care of Children
65C-14	Group Care
65C-15	Child Placing Agencies

B. Substance Abuse and Mental Health Services

65D-30	Substance Abuse Services Office
65E-4	Community Mental Health Regulation
65E-5	Mental Health Act
65E-10	Psychotic and Emotionally Disturbed Children Purchase of Residential Services Rules
65E-12	Public Mental Health, Crisis Stabilization Units, Short Term Residential Treatment Programs
65E-14	Community Substance Abuse and Mental Health Services-Financial Rules
65E-15	Continuity of Care Case Management
65E-20	Forensic Client Services Act Regulation

C. Financial Penalties

65-29	Penalties on Service Providers
-------	--------------------------------

Reduction/withholding of funds

65-29.001	Financial Penalties for a Provider's Failure to Comply With a Requirement for Corrective Action
-----------	---

IV. MISCELLANEOUS

A. Department of Children and Families Operating Procedures

CFOP 215-6, Unusual Incident Reporting and Client Risk Prevention
<http://www.dcf.state.fl.us/publications/policies/215-6.pdf>

B. Federal Cost Principles

OMB Circular A-21 Cost Principles for Educational Institutions
<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments
<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

OMB Circular A102 Grants and Cooperative Agreements with State and Local Governments
<http://www.whitehouse.gov/omb/circulars/a102/a102.html>

OMB Circular A-122 Cost Principles for Non-profit Organizations
<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

C. Audits

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

Subsection 215.97 F.S. Florida Single Audit Act
<http://www.flsenate.gov/statutes/index>

Comptrollers Memorandum #03 (1999-2000): Florida Single Audit Act Implementation
<http://www.dbf.state.fl.us/aadir/cmindex.html#0304>

D. Administrative Requirements

45 CFR Part 74 Uniform Administration Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, other Non-Profit Organizations and Other Commercial Organizations
<http://www.hhs.gov/grantsnet/adminis/fedreg45.htm>

45 CFR Part 92 Uniform Administration Requirements (State and Local Governments)\n<http://www.hhs.gov/grantsnet/adminis/fedreg45.htm>

OMB Circular A110 Uniform Administrative Requirements for Grants and Other Agreements

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

E. Data

R. 65E-14.022 F.A.C.

<http://fac.dos.state.fl.us/faconline/chapter65.pdf>

s 397.321(3)(c) F.S. Data collection & dissemination system

<http://www.flsenate.gov/statutes/index>.

s 394.74 F.S. Data Submission

<http://www.flsenate.gov/statutes/index>.

s 394.77 F.S. Uniform management information, accounting, and reporting systems for providers.

<http://www.flsenate.gov/statutes/index>.

CFP 155-2 Mental Health and Substance Abuse Data Measurement Handbook

http://www5.myflorida.com/cf_web/myflorida2/healthhuman/substanceabuse/mentalhealth/publications/index.html

EXHIBIT G
STATE FUNDING BY PROGRAM, ACTIVITY, & COST CENTERAgency Name: School Board of Board County
Date: 7/1/2004Contract # JD213
Revision # 1

Activity / Cost Center	Adult Mental Health					Children's Mental Health				
	TANF \$? X=Yes 2	Non-TANF Flex. % 3	Unit Rate 4	Non-TANF Units Only 5	Non-TANF Funding Only (col 4 x 5) 6	TANF \$? X=Yes 7	Non-TANF Flex. % 8	Unit Rate 9	Non-TANF Units Only 10	Non-TANF Units Only (col 9 x 10) 11
Emergency Stabilization					502004					503001
03. Crisis Stabilization (Non TANF) Unit: bed-day		0%			\$ -		0%			\$ -
04. Crisis Support/Emergency Unit: staff hour		0%			\$ -		0%			\$ -
09. Inpatient (No TANF) Unit: 24-hr day		0%			\$ -		0%			\$ -
					Non-TANF = \$ -					Non-TANF = \$ -
					TANF = \$ -					TANF = \$ -
					Tot. Emerg. Stabil. Support = \$ -					Tot. Emerg. Stabil. Support = \$ -
Residential Care					502015					503010
18. Residential Level I Unit: 24-hr day		15%			\$ -		15%			\$ -
19. Residential Level II Unit: 24-hr day		15%			\$ -		15%			\$ -
20. Residential Level III Unit: 24-hr day		15%			\$ -		15%			\$ -
21. Residential Level IV Unit: 24-hr day		15%			\$ -		15%			\$ -
36. Room and Board w/Supervision Level I Unit: 24-hr day		15%			\$ -		15%			\$ -
37. Room and Board w/Supervision Level II Unit: 24-hr day		15%			\$ -		15%			\$ -
38. Room and Board w/Supervision Level III Unit: 24-hr day		15%			\$ -		15%			\$ -
39. Short-term Residential Treatment Unit: Bed-Day		15%			\$ -		15%			\$ -
					Non-TANF = \$ -					Non-TANF = \$ -
					TANF = \$ -					TANF = \$ -
					Total Residential Care = \$ -					Total Residential Care = \$ -
Case Management					502016					503011
02. Case Management Unit: direct staff hour		15%			\$ -		15%			\$ -
10. Intensive Case Management Unit: direct staff hour		15%			\$ -		15%			\$ -
28. Incidental Expenses Unit: each \$50 spent		15%			\$ -		15%			\$ -
					Non-TANF = \$ -					Non-TANF = \$ -
					TANF = \$ -					TANF = \$ -
					Total Case Management = \$ -					Total Case Management = \$ -
Outpatient Services					502017					503012
01. Assessment Unit: contact hour		15%			\$ -		15%			\$ -
05. Day Care Unit: 4-hr day		15%			\$ -		15%			\$ -
06. Day/Night Unit: 4-hr day		15%			\$ -		15%	\$ 61	3,404.5902	\$ 207,680
11. Intervention Unit: direct staff hour		15%			\$ -		15%			\$ -
12. Medical Services (No TANF) Unit: contact hour		15%			\$ -		15%			\$ -
14. Outpatient - Individual Unit: contact hour		15%			\$ -		15%			\$ -
23. Sheltered Employment (No TANF) Unit: 4-hr day		15%			\$ -		15%			\$ -
35. Outpatient - Group Unit: contact hour		15%			\$ -		15%			\$ -
					Non-TANF = \$ -					Non-TANF = \$ 207,680
					TANF = \$ -					TANF = \$ -
					Total Outpatient Services = \$ -					Total Outpatient Services = \$ 207,680

EXHIBIT G

STATE FUNDING BY PROGRAM, ACTIVITY, & COST CENTER

Agency Name: School Board of Board County
Date: 7/1/2004Contract # JD213
Revision # 1

Activity / Cost Center	Adult Mental Health					Children's Mental Health				
	TANF \$? X = Yes 2	Non-TANF Flex. % 3	Unit Rate 4	Non-TANF Units Only 5	Non-TANF Funding Only (col 4 x 5) 6	TANF \$? X = Yes 7	Non-TANF Flex. % 8	Unit Rate 9	Non-TANF Units Only 10	Non-TANF Units Only (col 9 x 10) 11
Community Support Services					502018					503013
07. Drop-In/Self Help Centers (No-TANF) Unit: facility day		15%			\$ -					\$ -
08. In-Home and On Site Unit: direct staff hour		15%			\$ -		15%			\$ -
15. Outreach Unit: non-direct staff hour		15%			\$ -		15%			\$ -
16. Prevention Unit: non-direct staff hour		15%			\$ -		15%			\$ -
17. Prevention/Intervention - Day Unit: 4-hr day		15%			\$ -		15%	\$ 43	1,070.6047	\$ 46,036
22. Respite Services Unit: contact hour		15%			\$ -		15%			\$ -
25. Supported Employment Unit: direct staff hour		15%			\$ -		15%			\$ -
26. Supportive Housing/Living Unit: direct staff hour		15%			\$ -		15%			\$ -
29. Aftercare Unit: direct staff hour		15%			\$ -		15%			\$ -
30. Information and Referral (No TANF) Unit: staff hour		15%			\$ -		15%			\$ -
40. Mental Health Clubhouse Services Unit: direct staff hour		15%			\$ -		15%			\$ -
					Non-TANF = \$ -					Non-TANF = \$ 46,036
					TANF = \$ -					TANF = \$ -
					Total Community Support = \$ -					Total Community Support = \$ 46,036
FACT Teams					502019					
34. FACT Teams (No TANF) Unit: staff hour		0%			\$ -					\$ -
					Non-TANF = \$ -					Total Non-TANF = \$ 253,716
					Total FACT Teams = \$ -					Total TANF = \$ -
					Total Non-TANF = \$ -					Total Child. Mental Health Funds = \$ 253,716
					Total TANF = \$ -					
					Total Adult Mental Health Funds = \$ -					

EXHIBIT G
STATE FUNDING BY PROGRAM, ACTIVITY, & COST CENTERAgency Name: School Board of Board County
Date: 7/1/2004Contract # JD213
Revision # 1

Activity / Cost Center	Adult Substance Abuse					Children's Substance Abuse				
	TANF \$?	Non-TANF Flex.	Unit	Non-TANF Units	Non-TANF Funding Only	TANF \$?	Non-TANF Flex.	Unit	Non-TANF Units	Non-TANF Units Only
	X = Yes	%	Rate	Only	(col 4 x 5)	X = Yes	%	Rate	Only	(col 9 x 10)
1	2	3	4	5	6	7	8	9	10	11
Treatment and Aftercare					603007					602003
01. Assessment		15%			\$ -		15%			\$ -
02. Case Management		15%			\$ -		15%			\$ -
04. Crisis Support/Emergency		15%			\$ -		15%			\$ -
05. Day Care		15%			\$ -		15%			\$ -
06. Day/Night		15%			\$ -		15%			\$ -
08. In-Home & On Site		15%			\$ -		15%			\$ -
10. Intensive Case Management		15%			\$ -		15%			\$ -
11. Intervention		15%			\$ -		15%			\$ -
12. Medical Services (No TANF)		15%			\$ -		15%	\$ 66	347.3485	\$ 22,925
13. Methadone Maintenance (No TANF)		15%			\$ -		15%			\$ -
14. Outpatient - Individual		15%			\$ -		15%			\$ -
15. Outreach		15%			\$ -		15%			\$ -
18. Residential Level I		15%			\$ -		15%			\$ -
19. Residential Level II		15%			\$ -		15%			\$ -
20. Residential Level III		15%			\$ -		15%			\$ -
21. Residential Level IV		15%			\$ -		15%			\$ -
22. Respite Services		15%			\$ -		15%			\$ -
25. Supported Employment		15%			\$ -		15%			\$ -
26. Supportive Housing/Living		15%			\$ -		15%			\$ -
27. TASC		15%			\$ -		15%			\$ -
28. Incidental Expenses		15%			\$ -		15%			\$ -
29. Aftercare		15%			\$ -		15%			\$ -
35. Outpatient - Group		15%			\$ -		15%			\$ -
36. Room and Board w/Supervision Level I		15%			\$ -		15%			\$ -
37. Room and Board w/Supervision Level II		15%			\$ -		15%			\$ -
38. Room and Board w/Supervision Level III		15%			\$ -		15%			\$ -
Non-TANF = \$						Non-TANF = \$ 22,925				
TANF =						TANF =				
Tot. Treatment & Aftercare = \$						Tot. Treatment & Aftercare = \$ 22,925				

Contract # JD213
Revision # 1

7/1/04
School Board of Broward County

EXHIBIT H
FUNDING DETAIL

Provider Name: School Board of Broward County

Contract #JD213

Revision # 1

MENTAL HEALTH				MENTAL HEALTH			
Budget Entity 60910502 - Adult Mental Health	OCA	AMOUNT		Budget Entity 60910503 - Children's Mental Health	OCA	AMOUNT	
502004-EMERGENCY STABILIZATION				503001-EMERGENCY STABILIZATION			
G/A-ADULT COMM. MENTAL HEALTH (100610)				G/A-CHILDREN'S MENTAL HEALTH (100435)			
ADAMH Trust Fund *	19004			ADAMH Trust Fund *	190C1		
General Revenue/TSTF	19ME4			General Revenue	19ME1		
FGTF Cuban/Haitian	32A78			G&DTF - Title XXI	89Q01		
General Revenue/Cooper CSU	SP516			FGTF-Title IVB	WO027		
GR/Family Emergency Treatment-Pinellas	SP525						
G/A-BAKER ACT SERVICES (100611)				G/A-CHILDREN'S BAKER ACT (104257)			
General Revenue	19ME4			General Revenue	19ME1		
				GR-Manatee-Glens Child Baker Act	SP532		
G/A INDIGENT PSYCH MEDICATION PROGRAM (101350)				GR-CSU-D8-Child	SP542		
General Revenue	19ME4			Emergency Stabilization Total = \$			
Emergency Stabilization Total = \$							
502015-RESIDENTIAL CARE				503010-RESIDENTIAL CARE			
G/A-ADULT COMM. MENTAL HEALTH (100610)				G/A-CHILDREN'S MENTAL HEALTH (100435)			
ADAMH Trust Fund *	19015			General Revenue	19M10		
General Revenue/TSTF	19M15			G&DTF	89Q10		
FGTF TANF	39A15			General Revenue	9PRNM		
FGTF PATH	GX015						
General Revenue-SRT-Hillsborough	SP511			G/A PURCHASED RESIDENTIAL TREATMENT SERVICES (102780)			
G/A INDIGENT PSYCH MEDICATION PROGRAM (101350)				General Revenue	9PRGT		
General Revenue	19M15			General Revenue	9PRTF		
Residential Care Total = \$				General Revenue	9PRTS		
				Residential Care Total = \$			
502016-CASE MANAGEMENT				503011-CASE MANAGEMENT			
G/A-ADULT COMM. MENTAL HEALTH (100610)				G/A-CHILDREN'S MENTAL HEALTH (100435)			
ADMMH Trust Fund	19016			ADAMH Trust Fund *	19C11		
General Revenue	19M16			General Revenue	19M11		
FGTF Cuban/Haitian	32A80			FGTF Cuban/Haitian	32A45		
FGTF PATH	GX016			G&DTF Title XXI	89Q11		
FGTF TANF	39A16						
G/A-INDIGENT PSYCH MEDICATION PROGRAM (101350)				PURCHASE/THERA SVCS CHILD (100800)			
General Revenue	19M16			General Revenue	19M11		
Case Management Total = \$				Case Management Total = \$			
502017-OUTPATIENT SERVICES				503012-OUTPATIENT SERVICES			
G/A-ADULT COMM. MENTAL HEALTH (100610)				G/A-CHILDREN'S MENTAL HEALTH (100435)			
ADAMH Trust Fund *	19017			ADAMH Trust Fund *	19C12	\$	187,672
General Revenue/TSTF	19M17			General Revenue	19M12	\$	20,008
FGTF Cuban/Haitian	32A76			FGTF Cuban/Haitian	32A79		
FGTF TANF	39A17			G&DTF Title XXI	89Q12		
FGTF PATH	GX017						
G/A-INDIGENT PSYCH MEDICATION PROGRAM (101350)				PURCHASE/THERA SVCS CHILD (100800)			
General Revenue	19M17			General Revenue	19M12		
Outpatient Services Total = \$				Outpatient Services Total = \$ 207,680			
502018-COMMUNITY SUPPORT				503013-COMMUNITY SUPPORT			
G/A-ADULT COMM. MENTAL HEALTH (100610)				G/A-CHILDREN'S MENTAL HEALTH (100435)			
ADAMH Trust Fund *	19018			ADAMH Trust Fund *	19C13		
General Revenue/TSTF	19M18			General Revenue	19M13	\$	46,036
FGTF Cuban/Haitian	32A77			G&DTF Title XXI	89Q13		
FGTF TANF	39A18			FGTF Family Hope (Year # 4)	GFH03		
FGTF/Coalition Building Among Community Partners	GCB03			FGTF Family Hope (Year # 5)	GFH04		
FGTF/Jail Diversion Program (JDEP) Yr. 1	GJD01						
FGTF PATH	GX018			PURCHASE/THERA SVCS CHILD (100800)			
O & MTF Comm. Contract w/ NEFSH	MHS18			General Revenue	19M13		
General Revenue-Court Cottages in the Pines	SP502			Community Support Services Total = \$ 46,036			
General Revenue-Family Emerg Trmt Ctr-Manatee	SP503						
GR/TSTF-Wayne Densch Ctr-Orange Co.	SP504						
General Revenue-Charlotte Co. Comm MH Ctr.	SP505						
General Revenue-Henderson MH Center-Broward Co.	SP506						
General Revenue-Comm. Domiciliary Project	SP508						
General Revenue-Doug. Gardens CMH Ctr. HIV/AIDS	SP512						
General Revenue Miami-Dade Homeless Trust	SP513						
G/A INDIGENT PSYCH MEDICATION PROGRAM (101350)							
General Revenue	19M18						
MENTAL HEALTH PROGRAM (105514)							
General Revenue/TSTF							
Community Support Services Total = \$							
502019-FACT TEAMS							
G/A-ADULT COMM. MENTAL HEALTH (100610)							
ADAMH Trust Fund *	19019						
General Revenue/TSTF/FGTF (FACT Teams)	FTA19						
General Revenue (FACT Enhancements)	FTS19						
Fact Team Total = \$							
TOTAL ADULT COMMUNITY MENTAL HEALTH = \$				TOTAL CHILDREN'S MENTAL HEALTH = \$ 253,716			

* Community Mental Health Block Grant

EXHIBIT H
FUNDING DETAILProvider Name: School Board of Broward County

Contract #JD213

Revision # 1

SUBSTANCE ABUSE

Budget Entity 60910603 - Adult Substance Abuse	OCA	AMOUNT
603005-DETOXIFICATION		
G/A-COMM SUBSTANCE ABUSE SVCS (100618)		
General Revenue/ADAMH Trust Fund**	270G5	
Tobacco Settlement Trust Fund	27ME5	
Detoxification Total =		\$ -
603006-PREVENTION SERVICES		
G/A-COMM SUBSTANCE ABUSE SVCS (100618)		
General Revenue	27ME6	
ADAMH Trust Fund Prevention Services ***	27PR6	\$ 23,300
Prevention Services Total =		\$ 23,300
603007-TREATMENT & AFTERCARE		
G/A-COMM SUBSTANCE ABUSE SVCS (100618)		
General Revenue/ADAMH Trust Fund/TSTF/CASATF**	270G7	
ADAMH Trust Fund Administrative Expenditures	27AD7	
ADAMH Trust Fund Intravenous Drug Usage ***	27HIV	
GR/TSTF/O&MTF	27ME7	
ADAMH Trust Fund Services to Women ***	27WOM	
FGTF TANF	39TC0	
Trust Fund	ADTRT	
ADAMH Trust Fund-Steward Marchman Ctr. D12	SP614	
ADAMH Trust Fund-New Horizons Dual Diagnosis	SP615	
ADAMH Trust Fund-Addiction Trtmt Services	SP616	
ADAMH Trust Fund-New Beginnings Program Renewal	SP617	
ADAMH Trust Fund-Coconut Grove Behavioral Hth Ctr	SP618	
ADAMH Trust Fund-River Regions Services, Inc.	SP619	
ADAMH Trust Fund-Passage Way Aftercare Project	SP622	
ADAMH Trust Fund-Emerg. Wait List Reduc. Proj.	SP623	
ADAMH Trust Fund-Project Warm	SP624	
ADAMH Trust Fund-Elderly Compliance SA & MH	SP625	
		\$ -
TOTAL ADULT SUBSTANCE ABUSE =		\$ 23,300

Budget Entity 60910602 - Children's Substance Abuse	OCA	AMOUNT
602001-DETOXIFICATION/ARF		
G/A-CHILD/ADOL SUBSTANCE ABUSE SVCS (100420)		
General Revenue/ADAMH Trust Fund**	270G1	
Tobacco Settlement Trust Fund	27ME1	
Detoxification Total =		\$ -
602002-PREVENTION SERVICES		
G/A-CHILD/ADOL SUBSTANCE ABUSE SVCS (100420)		
Prevention Services - SIG / ADAMH Trust Fund ***	27F02	
General Revenue	27ME2	
ADAMH Trust Fund-Prevention Services ***	27PR2	\$ 245,990
Prevention Partnership Services ***	27PR3	
Prevention Services Total =		\$ 245,990
602003-TREATMENT & AFTERCARE		
G/A-CHILD/ADOL SUBSTANCE ABUSE SVCS (100420)		
General Revenue / ADAMHTF / CASATF **	270G3	\$ 22,925
ADAMH Trust Fund Administrative Expenditures	27AD3	
ADAMH Trust Fund	27CHV	
GR/TSTF/O&MTF/CASATF	27ME3	
FGTF TANF	39TC1	
ADAMH Trust Fund HIV	27XXX	
ADAMHTF-Disc Village Adoles. Trtm Prog	SP601	
ADAMH Trust Fund-Roots n'Wings	SP602	
ADAMH Trust Fund-The Starting Place	SP610	
ADAMHTF-Adolescent Res. SA Trtm. Facility	SP611	
		\$ 22,925
TOTAL CHILDREN/ADOLESCENT SUBSTANCE ABUSE =		\$ 268,915

GRAND TOTAL ALL PROGRAMS = \$ 545,931

MATCH CALCULATIONS APPLICABLE TO CONTRACT

FUNDS NOT REQUIRING MATCH:	
Children's Substance Abuse Services	\$ 268,915
TOTAL FUNDS NOT REQUIRING MATCH =	\$ 268,915

TOTAL FUNDS REQUIRING MATCH = \$ 277,016

LOCAL MATCH REQUIRED = \$ 92,339

ADDITIONAL LOCAL MATCH = \$ -

GRAND TOTAL LOCAL MATCH = \$ 92,339

** Expenditure must be Substance Abuse Prevention and Treatment Block Grant eligible

*** Substance Abuse Prevention and Treatment Block Grant - Funding Agreement - RESTRICTIONS APPLY

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 \$500,000 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.

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 (\$500,000 for fiscal years ending September 30, 2004, and thereafter) 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), 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

Unless a greater retention period is required by state or federal law, 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.

Financial & Compliance Audit Matrix
Effective October 1, 2004

Note: For-profit organizations are not subject to Federal audit requirement

	<u>Audit</u>	<u>Audit Attachment Part(s)</u>	<u>Form 1122 Code</u>
<u>Contract with individual, private partnership or other for-profit organization:</u>			
A. Expends less than \$500,000 in State financial assistance	N/A	N/A	C
B. Expends a total of \$500,000 or more in State financial assistance	FSA	II	F
<u>Contract with a nonprofit organization or local government entity:</u>			
A. Expends less than \$500,000 in Federal awards and less than \$500,000 in State financial assistance	N/A	N/A	T
B. Expends a total of \$500,000 or more in Federal awards and less than \$500,000 in State financial assistance	A-133	I	G
C. Expends less than \$500,000 in Federal awards and expends \$500,000 or more in State financial assistance	FSA	II	F
D. Expends a total of \$500,000 or more in Federal awards and expends \$500,000 or more in State financial assistance	A-133+FSA	I & II	Q
<u>Contract with a State of Florida agency:</u>			
A. No audit is required from other state agencies	N/A	N/A	R

Form 1122

<u>Code</u>	<u>Type of Audit</u>	
C	N/A	Not applicable, contract with a for-profit organization which expends less than \$500,000 in State financial assistance
T	N/A	Not applicable, nonprofit organization or governmental entity which expends less than \$500,000 in Federal awards and less than \$500,000 in state financial assistance
R	N/A	Not applicable, contract with a state agency
G	A-133	Organization wide financial and compliance audit in accordance with OMB Circular A-133
F	FSA	State single or project-specific audit in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General
Q	A-133+FSA	Organization wide financial and compliance audit in accordance with OMB Circular A-133 and State single or project-specific audit in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapter 10.550 or 10.650, Rules of the Auditor General