

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: April 20, 2010

Consent

Regular

Ordinance

Public Hearing

**Department**

Submitted By: Community Services

Submitted For: Division of Senior Services

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Standard Contract for the Brief Intervention and Treatment for Elders (BRITE) Program with the Florida Department of Children and Families (DCF) for the period March 1, 2010, through February 28, 2011, for a not-to-exceed amount of \$150,000.

**Summary:** BRITE is a substance abuse/mental health, brief intervention and treatment program that targets seniors age 55 and older. BRITE focuses on providing services within primary and emergency health care settings, public health clinics, elder homes, and other aging service sites. Clients may be offered screening, brief intervention and brief treatment by the Division of Senior Services (DOSS) or they may be offered more intensive care by a substance abuse/mental health specialist provider agency. No County funding is needed. (DOSS) Countywide (TKF)

**Background and Justification:** BRITE is a federally funded project that focuses on older adults. In addition to medical settings, BRITE screens and provides brief interventions in retirement communities, senior housing, fairs and other locations. This population is a high priority age group in Florida, given that Florida has the highest median age population among all states in the U.S. BRITE is a collaborative effort between DOSS, DCF and the Substance Abuse and Mental Health Services Administration (SAMHSA) to provide substance abuse and/or mental health services for older adults.

**Attachments:**

BRITE Standard Contract

Recommended By:  4/2/10  
Department Director Date

Approved By:  4/8/10  
Assistant County Administrator Date

**II. FISCAL ANALYSIS IMPACT**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years             | <u>2010</u>      | <u>2011</u>        | <u>2012</u> | <u>2013</u> | <u>2014</u> |
|--------------------------|------------------|--------------------|-------------|-------------|-------------|
| Capital Expenditures     | _____            | _____              | _____       | _____       | _____       |
| Operating Costs          | <u>150,000</u>   | _____              | _____       | _____       | _____       |
| External Revenue         | <u>(150,000)</u> | _____              | _____       | _____       | _____       |
| Program Income (County)  | _____            | _____              | _____       | _____       | _____       |
| In-Kind Match (County)   | _____            | _____              | _____       | _____       | _____       |
| <b>NET FISCAL IMPACT</b> | <u>-0-</u>       | * <u>see below</u> | _____       | _____       | _____       |

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget: Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1006 Dept. 144 Unit. 1480 Obj. Var  
 Program Code \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Federal funds through the Department of Children and Families.

Departmental Fiscal Review: Tauna Malhotra  
4/2/10

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

*There is no fiscal impact on this item.*

*[Signature]* 4/7/2010  
 OFMB VA  
 4/6/10

*[Signature]* 4/7/10  
 Contract Administration  
 Jones 4/7/10

**B. Legal Sufficiency:**

*[Signature]* 4/8/10  
 Assistant County Attorney

**This Contract complies with our contract review requirements.**

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

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

I. THE PROVIDER AGREES:

A. Contract Document

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

B. Requirements of Section 287.058, Florida Statutes, (F.S.)

The provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment. The provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1) F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law

1. State of Florida Law

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

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 Code of Federal Regulations (CFR), Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. No federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, **Attachment II**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. Unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department.

e. If this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. If this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

D. Audits, Inspections, Investigations, Records and Retention

1. The provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract

2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the provider for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the department.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section I, Paragraph D. 2.

4. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

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

6. A financial and compliance audit shall be provided to the department as specified in this contract and in Attachment III and to ensure that all related party transactions are disclosed to the auditor.

7. The provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

#### **E. Monitoring by the Department**

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

#### **F. Indemnification**

1. Except to the extent permitted by section 768.28, F.S. or other Florida Law, Paragraph F, is not applicable to contracts executed between the department and state agencies or subdivisions defined in subsection 768.28(2), F.S.

2. To the extent permitted by Florida Law, the provider shall indemnify, save, defend, and hold the department harmless from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the provider is not required to indemnify the department for claims, demands, actions or causes of action arising solely out of the department's negligence.

#### **G. Insurance**

Continuous adequate liability insurance coverage shall be maintained by the provider during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

#### **H. Confidentiality of Client Information**

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

#### **I. Assignments and Subcontracts**

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

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

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

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

#### **J. Return of Funds**

The provider shall return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

**K. Client Risk Prevention and Incident Reporting**

1. If services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or circuit or region operating procedures.
2. The provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

**L. Purchasing**

1. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.
2. The provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

**M. Civil Rights Requirements**

1. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the provider agrees not to discriminate against any applicant/client or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.
2. Complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all providers that have fifteen (15) or more employees.
3. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of 287.134, F.S.

**N. Independent Capacity of the Contractor**

1. Act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.
2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. The provider shall take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida .
4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.
5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

**O. Sponsorship**

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

**P. Publicity**

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

**Q. Final Invoice**

The final invoice for payment shall be submitted to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto, have been approved by the department.

**R. Use of Funds for Lobbying Prohibited**

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

**S. Public Entity Crime**

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

**T. Gratuities**

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the department, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period. The provider will ensure that its subcontractors, if any, comply with these provisions.

**U. Patents, Copyrights, and Royalties**

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

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

3. The provider shall provide prompt written notification to the department of any claim of copyright or patent infringement arising from the performance of this contract. The provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. If not a state agency, as that term is defined in subsection 768.28, F.S., the provider shall, without exception, indemnify and save harmless the department and its employees from any liability of any nature or kind whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

4. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

**V. Construction or Renovation of Facilities Using State Funds**

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

**W. Information Security Obligations**

1. An appropriately skilled individual shall be identified by the provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the department's security staff and will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request or have access to any departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated provider employees.

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

3. The provider shall provide the latest departmental security awareness training to its' staff and subcontractors who have access to departmental information.

4. All provider employees who have access to departmental information shall be provided a copy of CFOP 50-2 and shall sign the DCF Security Agreement form CF 0114 a copy of which may be obtained from the contract manager.

5. The provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The provider shall require the same of all subcontractors.

6. The provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The provider shall require the same notification requirements of all subcontractors.

7. The provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data provided in s. 817.5681, F.S. ~~The provider shall require the same notification requirements of all subcontractors.~~

#### **X. Accreditation**

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

#### **Y. Provider Employment Opportunities**

##### **1. Agency for Workforce Innovation and Workforce Florida**

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

##### **2. Transitioning Young Adults**

The provider understands the department's Operation Full Employment initiative to assist young adults aging out of the dependency system. The department encourages provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

#### **Z. Health Insurance Portability and Accountability Act**

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

#### **AA. Emergency Preparedness**

1. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the department, or its contracted agents, to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

2. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

3. An updated emergency preparedness plan shall be submitted by the provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The department agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

#### **BB. PUR (Purchasing) 1000 Form**

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

#### **CC. Notification of Legal Action**

The provider shall notify the department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the provider's ability to deliver the contractual services, or adversely impact the department. The department's contract manager will be notified within 10 days of provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

## **II. THE DEPARTMENT AGREES:**

### **A. Contract Amount**

The department shall pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$150,000.00 or the rate schedule, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

## B. Contract Payment

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

## C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422, F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

## D. Notice

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

## III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

### A. Effective and Ending Dates

This contract shall begin on March 1, 2010, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Tallahassee, Florida, on February 28, 2011.

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

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

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

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

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

### C. Termination

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

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

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

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

### D. Renegotiations or Modifications

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.



**E. Official Payee and Representatives (Names, Addresses, Telephone Numbers, and e-mail addresses):**

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

Name: Palm Beach County Board of Commissioners  
 Address: 810 Datura Street  
 City: West Palm Beach State:FL Zip Code:33401 Phone:  
 e-mail:

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

Name: Faith Manfra  
 Address: 810 Datura Street  
 City: West Palm Beach State:FL Zip Code:33401 Phone:(561)355-474  
 e-mail:Fmartin@pcbgov.org

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

Name: Chanudra Hughes  
 Address: 1317 Winewood Blvd.  
 Bldg. 6, Room 319  
 City: Tallahassee State:FL Zip Code:32399-0700 Phone:(850)488-2755  
 e-mail: chaundra\_hughes@dcf.state.fl.us

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

Name: Faith Manfra  
 Address: 810 Datura Street  
 City: West Palm Beach State:FL Zip Code:33401 Phone:(561)355-4746  
 e-mail:Fmartin@pcbgov.org

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

**F. All Terms and Conditions Included**

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

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

IN WITNESS THEREOF, the parties hereto have caused this 60 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

Palm Beach County Board of Commissioners

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature:

Print/Type Burt Aaronson  
 Name:  
 Title: Chair  
 Date:

Signature:

Print/Type Stephenie W. Colston  
 Name:  
 Title: Director, Substance Abuse Program  
 Date:

STATE AGENCY 29 DIGIT FLAIR CODE: \_\_\_\_\_

Federal Tax ID # (or SSN): F596000785002

Provider Fiscal Year Ending Date: 09/30.

**APPROVED AS TO TERMS  
AND CONDITIONS**

BY: *Chell White*  
**DEPARTMENT HEAD**

## Attachment I

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### A. Services to be Provided

#### 1. Definition of Terms

##### a. Contract Terms

- 1) Contract terms used in this document are defined in Children and Families Operating Procedure 75-2 (CFOP 75-2), Contract Management for Contractual Services, which can be found at <http://ewas.dcf.state.fl.us/asc/glossary/glossary.asp>, and is incorporated herein by reference and maintained in the contract manager's file.
- 2) Contract Manager - The department employee, whose name and address are found on page 7 of the Standard Contract, Section III.E.3., and who is responsible for enforcing compliance with administrative and programmatic terms and conditions of a contract. The contract manager is the primary point of contact through which all contracting information flows between the department and the provider. The contract manager is responsible for day-to-day contract oversight, including approval of contract deliverables and invoices. All actions related to the contract shall be initiated by or coordinated with the contract manager. The contract manager maintains the official contract files.

##### b. Program/Service Specific Terms

- 1) ASSIST (Alcohol, Smoking, and Substance Involvement Screening Test) - An instrument developed for the World Health Organization (WHO) by an international group of substance abuse researchers to screen for problem or risky use of tobacco, alcohol, cannabis, cocaine, amphetamine-type stimulants, sedatives, hallucinogens, inhalants, opioids, and 'other drugs' that do not fall into the previous 9 categories. The objective was to produce a screening instrument that could be used across a range of countries and cultures, for use in primary health care settings. Primary care settings were selected because they have the potential to detect patients with problems associated with drug use, and to provide an intervention, albeit brief, to at-risk patients.
- 2) Brief Intervention - A single session or multiple sessions of motivational discussion focused on increasing insight and awareness regarding substance use and motivation toward behavioral change. Brief intervention can be tailored for variance in population or setting and can be used as a stand-

alone treatment for those at-risk as well as a vehicle for ~~engaging those in need of more extensive levels of care.~~ For the purposes of Florida's BRITE Program services, brief intervention means a short term of 1-5 sessions based on the BRITE Health Promotion Workbook and conducted by a BRITE Specialist that focuses on reducing risk factors generally associated with the progression of substance use disorders. It may also be used for motivating the person at risk for substance use disorders to seek the appropriate level of treatment. Intervention is accomplished through early identification of persons at risk, performing basic individual assessments, and providing supportive services, which emphasize short-term counseling and referral. Brief Advice is a variation of brief intervention that may be used to proactively raise a person's awareness and willingness to engage in further discussion about healthy lifestyle issues including reduced substance misuse or abuse. It is usually given opportunistically and linked to the availability of BRITE services. It should typically take up to 5-10 minutes to conduct.

- 3) Brief Treatment - A distinct level of care and is inherently different from both brief intervention and specialist treatment. Brief treatment is provided to those seeking or already engaged in treatment who acknowledge problems related to substance use. Brief treatment in relation to traditional or specialist treatment has increased intensity and is of shorter duration than traditional outpatient services. It consists of a limited number of highly focused and structured clinical sessions with the purpose of eliminating hazardous and/or harmful substance use. For the purposes of Florida's BRITE Program services, brief treatment means a short term of 6 to 12 sessions by the BRITE Specialist directed toward helping a client resolve or manage a specific substance use issue. It is solution-focused, goal-oriented, and concentrates on here-and-now issues and follows the SAMHSA curriculum, 'Substance Abuse Relapse Prevention for Older Adults'.
- 4) BRITE – The acronym for the Florida Brief Intervention and Treatment for Elders Project and is herein synonymous with SBIRT.
- 5) Client – A recipient of alcohol or other drug services delivered by a service provider. In this document, client is synonymous with recipients, patients and persons who are receiving services.
- 6) Continuum of Care – Substance abuse and mental health services that are coordinated and developed into an integrated network of services accessible and responsive to the needs of substance abuse and mental health clients and their families.

- 7) 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.), **Exhibit B, BRITE Cost Centers**, for a complete listing of services that comprise the cost centers.
- 8) CSAT – Acronym for the SAMHSA Center for Substance Abuse Treatment.
- 9) Cultural Competence — The capacity of a service provider or an organization to understand and work effectively in accordance with the cultural beliefs and practices of persons from a given ethnic/racial, age or other social groups.
- 10) Evidence Based Practices – Services that are based on accepted practices in the profession and supported by research, field recognition or published practice guidelines and published by the SAMHSA Center for Substance Abuse Treatment.
- 11) Generalist – Primary care and related community health care providers whose primary mission is the provision of health care services other than substance abuse services.
- 12) Geriatric Depression Scale-Short Form - The Geriatric Depression Scale (GDS-S) is a 15-item questionnaire tested and used extensively with the older population. It takes about 5 to 7 minutes to complete. The GDS may be used with healthy, medically ill and mild to moderately cognitively impaired older adults. It has been extensively used in community, acute and long-term care settings. The GDS is not a substitute for a diagnostic interview by mental health professionals. It is a useful screening tool in the clinical setting to facilitate assessment of depression in older adults especially when baseline measurements are compared to subsequent scores. It does not assess for suicidality.
- 13) GPRA - The federal Government Performance and Results Act of 1993. The GPRA instrument consists of client demographic information and questions regarding substance use histories, employment, education, peer support, recovery support, and criminal involvement. Providers are required to complete GPRA interviews at set intervals from the initiation of brief intervention or brief treatment through discharge from the BRITE Program.
- 14) HIPAA – The acronym for Health Insurance Portability and Accountability Act relating to the confidentiality of client records and personal health information. The primary purpose of this act was to provide a more efficient and effective health care system by reducing administrative requirements. HIPAA's

Administrative Simplification provisions require the Department of Health and Human Services to promulgate standards for the electronic exchange of certain administrative and financial transactions and for the security and privacy of health information.

- 15) Mutual Self-Help Groups – These may include but are not limited to Alcoholics Anonymous, Narcotics Anonymous, or Al-Anon and refer to groups that are utilized by clients as components of their recovery.
- 16) Older Adults – Persons who are age 55 years and older at the time of initial screening.
- 17) Pre-Screening - Services conducted by Generalist or BRITE services providers that identify potential clients for appropriateness and eligibility for BRITE Program services. Pre-screening shall consist of six (6) questions to determine the reason for the pre-screening, the person's potential for illicit substance or medication misuse or abuse, and for depression.
- 18) Recovery Based – Substance abuse services that are based upon a personal process of overcoming the negative impact of substance abuse addiction or mental illness. A system of care provides clinical treatment and counseling and supports that promote recovery and functioning in the community.
- 19) Referral – A proactive process that initiates, facilitates, and documents access to appropriate care services for older adults who are assessed to have a substance use disorder or other behavioral or physical health condition requiring a more intensive treatment specialty.
- 20) SAMHSA – The acronym for the Substance Abuse and Mental Health Services Administration.
- 21) SBIRT – The acronym for Screening, Brief Intervention, Referral and Treatment. The CSAT entered into cooperative agreements with states to expand their continuum of care to include those services in general medical and other community settings, including: community health centers, nursing homes, schools and student assistance programs, occupational health clinics, urgent care centers, hospitals, emergency departments, and Level 1 and 2 Trauma Centers.
- 22) Screening – Consists of a SAMHSA-mandated screening instrument, the ASSIST, which is used to identify low, moderate, and high level problems with alcohol, drug, or medication misuse, including tobacco, and the Geriatric Depression Scale-Short Form (GDS-S). The severity rating shall be used to determine placements of clients into the BRITE Program or referral for other services. Older adults

indicating positive responses to any of the pre-screening questions shall be administered the screening questions from the ASSIST and the Geriatric Depression Scale-Short Form.

- 23) Specialist – Substance abuse services providers who are contracted to deliver BRITE Program services.
- 24) Specialty Treatment Services – Outpatient and intensive outpatient substance abuse service modalities for older adults screened in the BRITE Program for whom such services in community settings are not appropriate. Specialty Treatment Services shall incorporate cognitive therapy and self-management modalities for older adults screened in the BRITE Program.
- 25) Sub-state areas – The twenty (20) circuits and six (6) regions that comprise the Department of Children and Families and function as regional oversight bodies.
- 26) Systems and Policy Steering Committee – An advisory group for the BRITE Program, comprised of representatives from state agencies, associations, and consumer-care advocates that provides counsel to the Department of Children and Families, Substance Abuse Program Office through the Florida Office of Drug Control, Executive Office of the Governor.
- 27) Target Population – A classification of clients based on primary screening characteristics such as age, gender and diagnoses. Those characteristics are used to determine the target population to which the client is assigned.
- 28) TIP – Acronym for Treatment Improvement Protocol published by SAMHSA. The TIPs are best practice guidelines for the treatment of substance misuse, abuse, or dependence. CSAT's Office of Evaluation, Scientific Analysis, and Synthesis draws on the experience and knowledge of clinical, research, and administrative experts to produce the TIPs, which are distributed to a growing number of facilities and individuals across the country.
- 29) Trauma Center – A hospital equipped to perform as a casualty receiving station for the emergency medical services by providing the best possible medical care for traumatic injuries 24 hours a day, 365 days per year.
  - a) A Level I Trauma Center has a full range of specialists and equipment available 24-hours a day and admits a minimum required annual volume of severely injured patients. Additionally, a Level I center has a program of research, is a leader in trauma education and injury prevention, and is a referral resource for communities in neighboring regions community outreach.

~~b) A Level II Trauma Center works in collaboration with a Level I center. It provides comprehensive trauma care and supplements the clinical expertise of a Level I institution. It provides 24-hour availability of all essential specialties, personnel and equipment. Minimum volume requirements may depend on local conditions. These institutions are not required to have an ongoing program of research or a surgical residency program.~~

The purpose of BRITE screening and Brief Intervention in Level I and II Trauma Centers is to identify accidents and incidents in any older adults where substance misuse/abuse was a causal or contributing factor.

For the purposes of this contract, and the provision of BRITE services described herein, Trauma Center will refer to Level I and Level II only.

## 2. General Description

### a. General Statement

This contract is funded for the provision and administration of substance abuse services for adults, age 55 years and older, as authorized in section 394.74, F.S., subject to the provisions of this contract.

The provider provides oversight so that all services comply with all client-related and other requirements of this contract.

The program services will be delivered in accordance with the Consolidated Program Description, which is incorporated herein by reference and a copy maintained in the contract manager's file.

### b. Authority

Sections 20.19, 39.001(2), 39.001(4), 394.457(3), 394.74, and 397.305(2), F.S., provide the department with authority to contract for these services.

### c. Scope of Service

The provider shall deliver and manage all pre-screening, screening, brief intervention, brief treatment, specialty treatment services, and referral services as necessary for a minimum of 360 older adults per year, of which a minimum of 216 shall come from primary care sources, in accordance with the department's description of these services in this contract. If the contract is renewed, the provider will be required to serve 360 older adults per year. The

department shall monitor the attainment of these client targets on a quarterly basis according to the following schedule:

| Time Period  | Clients to Be Served |
|--|----------------------|
| Quarter 1 – March 1, 2010 to May 31, 2010          | 90                   |
| Quarter 2 – June 1, 2010 to August 31, 2010        | 90                   |
| Quarter 3 – September 1, 2010 to November 30, 2010 | 90                   |
| Quarter 4 – December 1, 2010 to February 28, 2011  | 90                   |
| Total Contract Minimum Target                      | 360                  |

During program implementation, the department will monitor and assess the provider’s progress towards attaining these client targets. If the provider is unable to attain the specific client targets on a quarterly basis the department may ask the provider to submit a corrective action plan that outlines the strategies to be used to bring the client targets into compliance. The provider must achieve compliance in order to avoid a reduction of contract funds or termination of the contract.

**d. Major Program Goals**

- 1) Use grant funding to enhance and expand current BRITE Programs and increase access for older adults in need of services.
- 2) Increase linkages with primary healthcare, public healthcare, aging services, and other systems that regularly serve older adults, particularly emergency rooms, urgent care centers, and Trauma Centers.
- 3) Increase the level of cultural competence on a systemic, departmental, provider, and client level.
- 4) Establish a substance abuse referral network that is specifically designed to improve the relationship between the BRITE service system and community agencies providing services to underserved older adult and minority populations.
- 5) Deliver screening, brief intervention, and brief treatment using the curricula established by BRITE (Health Promotion Workbook and the CSAT Publication: “*Substance Abuse Relapse Prevention for Older Adults*”, among other materials).



### 3. Clients to be Served

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#### a. General Description

Individuals receiving BRITE services are people who are 55 years of age or older and present with potential medication or substance misuse, abuse or dependence issues, regardless of Medicaid or Medicare eligibility. They also are likely to have one or more of the following occur:

- 1) repeated visits to healthcare professionals for issues potentially related to medication or substance misuse/abuse or depression;
- 2) at high risk of repeated hospital or clinic admissions, prolonged inpatient hospitalization, or repeated crisis stabilization or detoxification unit use because of acute or chronic symptoms of substance abuse or dependence, or significant interacting impairments due to the lack of available community-based services;
- 3) may have depression;
- 4) may be experiencing social isolation; or
- 5) may be involved with the local judiciary due to various misdemeanor violations.

#### b. Client Eligibility

The BRITE Program serves people ages 55 and older at risk for, or demonstrating problems with alcohol, prescribed medications, over-the-counter medications, illicit drugs, depression, and/or suicide risk. Priorities are low-income, minority, and/or isolated elders. Eligibility for participation in the BRITE Program includes individuals that:

- 1) have residence (including temporary/seasonal) in Palm Beach County (15th Circuit) or surrounding areas;
- 2) are age 55 or older at the time of pre-screening or screening; and
- 3) have presenting issues of substance misuse, abuse or dependence.

**B. Manner of Service Provision**

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**1. Service Tasks****a. Task List**

The provider shall perform the following tasks:

- 1) Utilize the BRITE Services Pre-screen Questionnaire and other eligibility criteria to identify older adults for appropriateness and eligibility for BRITE Program services.
- 2) If indicated by the pre-screening, utilize the ASSIST screening tool and the Short Geriatric Depression Scale to identify older adults with, or at risk for, substance use disorders or for indications of mental health issues.
- 3) Provide a brief intervention, as indicated, aimed at raising an older adult's awareness of his/her substance use and motivating them toward behavioral change.
- 4) Utilize a modified version of the Health Promotion Workbook, published in the SAMHSA's TIP #26 and TIP #34, for a brief intervention.
- 5) When indicated, provide brief treatment that is based on an evidence-based approach for treating older adults.
- 6) When indicated, provide referrals for specialty services through collaborations with specialist providers.
- 7) When indicated, provide long term management support (case management and recovery support systems) for older adults who complete formal treatment. This may include referrals to mutual help groups.
- 8) Collect and submit GPRA data according to the guidelines contained and referenced in this contract.
- 9) Provide a training plan to ensure BRITE Program staff participates in GPRA and other required training related to this contract.

- 10) Provide oversight so that services are delivered according to the ~~Consolidated Program Description on file in the department's~~ contract manager's file.
- 11) Provide oversight so that client services shall be delivered in accordance with the activities as specified in **Exhibit B, BRITE Cost Centers.**
- 12) Maintain a grievance procedure which recipients of contracted services may use to present grievances to the provider, if their grievances were not resolved at the staff level to achieve resolution. The provider shall submit a copy of their grievance procedure to the department's contract manager.
- 13) Provide oversight so that all steps necessary are taken to ensure that BRITE services are paid for, in whole or in part, by this contract, Medicaid or local match for all BRITE clients.
- 14) Provide oversight to ensure the utilization of a standardized Informed Consent/Locator Form to authorize contact for the Six-month Follow-up Health Survey for all BRITE Program clients who are eligible and consent to participate in this survey. **See Exhibit C, Informed Consent for Follow-Up Health Survey.**
- 15) Provide a follow up coordinator who responsible for implementing and monitoring the BRITE follow-up procedures and related requirements.
- 16) Maintain a mechanism for monitoring receipt from the department of updated policies and procedures addressing compliance with current government laws, regulations, as well as practices for disseminating those updates to subcontractors, as appropriate.
- 17) Provide oversight to ensure compliance with procedures for Incident Reporting and Client Risk Prevention and ensure that all incident reports are sent to the department in accordance with the Children and Families Operating Procedure 215-6 and Regional Operating Procedure 215-3 which is incorporated herein by reference and a copy maintained in the contract manager's file.
- 18) Implement procedures for providing training to the BRITE Program staff. The procedures shall assure that staff receives externally mandated and internal training designed to ensure

compliance with the terms of the contract. The provider shall ~~submit a quarterly report on the training received by the BRITE~~ Program staff and upon request submit a copy of the training procedures to the department's contract manager.

19) Implement procedures for seeking technical assistance from the department for BRITE Program staff. The provider shall submit a copy of the procedures to the department's contract manager.

20) Maintain fiscal operational procedures. These shall contain, but not be limited to, procedures relating to overpayments or charge-backs that directly apply to subcontractors and documentation that complies with state and federal regulations. The provider shall submit a copy of the procedures to the department's contract manager as requested.

21) Provide oversight to monitor achievement by developing a process for assessing and referring clients with co-occurring disorders.

**b. Task Limits**

1) The provider shall perform only those tasks and services set out herein and shall ensure that any subcontractors do the same, as applicable. Services shall only be provided in Palm Beach County (15th Circuit) or surrounding areas.

2) BRITE providers will utilize no less than sixty-five percent (65%) of their contract award on direct BRITE services for older adults. If the contract is renewed, this percentage will increase to 70%.

3) BRITE providers may utilize up to twenty percent (20%) of their contract award on administrative services, including policy and systems change, staff training and technical assistance, accounting personnel, and overall project reporting. If the contract is renewed, this percentage will decrease to 15%.

4) BRITE providers may utilize no more than fifteen percent (15%) of their contract award on specialty services that include outpatient or intensive outpatient treatment.

## 2. Staffing Requirements

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### a. Staffing Levels

- 1) The provider shall maintain appropriate staffing levels of full-time or part-time equivalent positions for BRITE services. If staff are needed for duties unrelated to the BRITE program, the provider shall contact the contract manager for approval.
- 2) The provider shall ensure that staffing levels are maintained in compliance with applicable rules, statutes and licensing standards.
- 3) The provider shall engage in recruitment to maintain, as much as possible, staff with the ethnic and racial composition of the clients served.

### b. Professional Qualifications

- 1) The provider shall ensure compliance with applicable rules, statutes, requirements, and standards with regard to professional qualifications. See **Exhibit E, Minimum Service Requirements**.
- 2) In accordance with applicable laws and regulations, the provider shall ensure compliance with employment screening for BRITE Program personnel using the standards for screening, including all program directors, professional clinicians, staff members and volunteers working in public or private programs and facilities who have direct contact with older adults.

### c. Staffing Changes

The provider shall employ the key personnel identified in this contract. Prior to substituting any of the proposed individuals, the provider shall notify and obtain written approval from the department of the proposed substitution.

Written justification shall include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. The department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with department staff. The department must be notified prior to provider BRITE employee termination.

**d. Subcontractors**

With the prior written consent of the department, the provider may enter into written subcontract(s) for performance of certain functions under the contract. The act of subcontracting and the name of the subcontractor shall be approved in writing by the department's contract manager prior to the effective date of any subcontract. No subcontract which the provider enters into with respect to performance under the contract shall in any way relieve the provider of any responsibility for performance of its duties. All payments to subcontractors shall be made by the provider.

**3. Service Location and Equipment****a. Service Delivery Location**

- 1) The provider shall deliver screening, brief intervention, brief treatment, and referral services in medical-based settings. This means providing services in:
  - a) Urgent Care clinics;
  - b) Physician's offices;
  - c) Emergency rooms/Trauma Centers;
  - d) Other medical settings; and
  - e) The person's home, as needed.
- 2) The provider shall establish an office site in an area of the community that has:
  - a) Public transportation when available by the city and/or county and is otherwise accessible to individuals likely to be served by the BRITE Program;
  - b) An accessible and comfortable reception area for persons served and their families;
  - c) A team work/meeting room; and
  - d) A shared private room for conducting client interviews and counseling/education as needed.
- 3) The office sites shall be well maintained. The office shall conform to all applicable building codes and possess a current occupancy permit, a current Florida Fire Marshall Inspection, and an evacuation plan. Offices offered for providing services under this contract shall be accessible to persons with mobility limitations consistent with the Rehabilitation Act of 1973, P. L. 95-602, particularly Section 504, which is incorporated herein by reference. A copy will also be maintained in the Contract Manager's file.

**b. Service Times**

The provider shall ensure that hours of operation and staff coverage shall be available to provide brief screening, intervention, and treatment and support activities at least 5 days per week, eight (8) hours per day. While hours and scheduling are ultimately up to the supervisor of the program, it is recommended that hours of operation be made as flexible as possible to accommodate the service setting, as well as those individuals who may depend on the assistance of others to meet their transportation needs. The provider shall make services as user friendly as possible even if this means making services available to suit the client, not the staff.

**c. Changes in Location**

The provider shall notify the department's contract manager in writing a minimum of one week prior to making changes in location that will affect the department's ability to contact the provider by telephone or facsimile. For purposes of this contract, location means the main BRITE office where program services are delivered. If a change in location is made by a BRITE Program services provider, the provider shall ensure that its substance abuse licensing, if applicable, is revised to reflect the new provider location.

**d. Equipment**

1) The provider shall be required to purchase a Tablet PC for each direct care staff assigned to the BRITE Program and ensure that the Tablet PC is used by BRITE Program staff to record and submit GPRA demographic, service, and substance use data elements for all project clients.

2) The provider shall ensure that Tablet PCs are Microsoft Windows based and have the capability to interface in real-time, via the web-based reporting system maintained by the department, within required time frames.

3) The provider shall utilize the department's web-based platform for BRITE Program services to report data. The provider shall ensure compliance with the minimum equipment requirements for data reporting as described in this contract.

4) The minimum computer workstation requirements are described in the table below:

| Category         | Minimum Requirement          |
|------------------|------------------------------|
| Operating System | Windows XP Pro SP2 or higher |

|                    |  |
|--------------------|--|
| Version            |  |
| Computer Processor | 2.0 Ghz or higher  |
| Memory             | 1 GB or higher   |
| Browser Version    | Internet Explorer 6.0 or higher with current service packs                                       |
| Virus Protection   | Required and must be kept current  |
| Monitor            | Capable of screen resolution of 1024 x 768   |
| Printer            | Required for printing reports  |
| Email              | Internet email address   |
| Bandwidth          | Fastest network connection available and economical to the provider; DSL or cable is recommended |
| Software           | Microsoft Office Professional 2003 or later  |

**4. Deliverables**

**a. Services**

The provider shall ensure that services are delivered as specified in this contract and other related BRITE contract documents.

**b. Records and Documentation**

- 1) The provider shall provide oversight so that all confidential records are protected from disclosure and shall protect client confidentiality in accordance with subsections 397.501(7), 394.455(3), sections 394.4615, 414.295, F.S. and 42 Code of Federal Regulations (CFR) Part 2.
- 2) The provider shall keep accurate records containing all relevant BRITE documents for each person served, and any performance standards required by the department, consistent with reporting and contracting requirements. For confidentiality and security, these records shall be kept in a locked file, controlled by appropriate provider staff.
- 3) All correspondence, reports, records, and documentation may be provided to the department's contract manager electronically. If this is not feasible, or is not received by the department's contract manager, then hard copies must be mailed to the department's contract manager to be received by the appropriate due dates.
- 4) The provider shall maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting service provision is available.



- 5) The provider agrees to provide oversight and ensure that service ~~documentation including general outreach and case finding for each~~ BRITE Program service billed is pursuant to the services identified and defined in Section B.I.a.
- 6) The department and the state's Chief Financial Officer reserve the right to request supporting documentation at any time after actual units have been delivered.

**c. Reports**

- 1) Chapter 394.77, Florida Statutes, requires all providers contracting with the department to comply with its uniform data specifications. The provider is required to submit data that is used to assess their performance. The provider shall be required to have the capability of transmitting required reports electronically and have a Virtual Private Network (VPN) or a Secure Socket Link (Aventail) connection through which they may submit personal protected information to the state. HIPAA requires all personal protected information to be transmitted through a secure system. The department uses the Virtual Private Network and a Secure Socket Link (Aventail) as the mechanism to transmit data.
- 2) At the initial start-up of the project, the site may use the paper form of GPRA to report patient's information. Copies of the paper forms will be sent to the department's data collection division (1317 Winewood Blvd, Tallahassee, FL 32399-0700, Attn: Chaundra Hughes) no later than five business days of collection (excluding State observed holidays and weekends).
- 3) As a result of the implementation of HIPAA, BRITE data shall be subject to the patient information privacy provisions outlined in Department of Children & Families, Pamphlet 155-2, *Mental Health and Substance Abuse Measurement and Data*, effective October 2005 (7th edition or the latest revised edition thereof). The provider will be required to use Tablet PC devices and prescribed, web-based software developed through SAMHSA and the department, to capture screening and service provision data, including GPRA and ASSIST tools.
- 4) Reports to the department and due dates are in the following table:

**Required Reports**

| Report Title | Reporting Frequency | Report Due Date | Number of copies | DCF Office Address(es) to Receive Report |
|--------------|---------------------|-----------------|------------------|--|
| Statewide    | Within 24           | Within 24       | 1 to             | See Page 7,                              |

|                           |  |  |   |   |
|---------------------------|--|--|---|---|
| Critical Incident Reports | hours after occurrence                             | hours after occurrence                             | Circuit/Region 1 to Program Office                          | Standard Contract, Section III.E.3.             |
| GPRA Reporting Data       | Within five business days after collection of data | Within five business days after collection of data | Copy to Substance Abuse Program Office and original in file | See Page 7, Standard Contract, Section III.E.3. |

5) Where the contract requires the delivery of program data reports to the department, mere receipt by the department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the contract. The department, at its option, may allow additional time within which the provider may remedy the objections noted by the department or the department may, after having given the provider a reasonable opportunity to complete, make adequate or acceptable, declare this agreement to be in default.

**5. Performance Specifications**

**a. Performance Measures**

Each BRITE provider shall be required to collect and submit performance data and individual outcomes to the department data system. Additionally, the provider must attain sufficient performance relative to outcome measures as follows:

- 1) A minimum of 80 percent of older adults receiving brief intervention services shall complete care as demonstrated by the GPRA discharge interview.
- 2) A minimum of 70 percent of older adults receiving brief treatment services shall complete care as demonstrated by the GPRA discharge interview.
- 3) A minimum of 75 percent of older adults receiving brief treatment services shall demonstrate improved peer and social supports as demonstrated by the GPRA interviews.
- 4) A minimum of 70 percent of older adults receiving brief treatment services shall demonstrate reduced substance use from the point of initial GPRA interview to the GPRA discharge interview.

- ~~5) A minimum of 80 percent of older adults discharged from BRITE Program services shall participate in a six-month follow-up health survey that incorporates data elements consistent with GPRA guidelines. Measurement shall be based on a sample of clients according to predetermined variables at the point of entry into BRITE services. All data uploads must be validated by the BRITE IT/Data Manager, and corrections made as required, in order for the upload to be considered successful.~~

**b. Performance Measurement Terms**

BRITE Data System – The department's data system that houses all participant, service, and billing information.

**c. Performance Evaluation Methodology**

The following methodologies shall be used to calculate performance measures specified above in Section 5.a., Performance Measures, shall be monitored on a monthly basis by the department. Provider data shall be considered final 30 days following the end of each contract year.

- 1) Successful completion of Brief Intervention services shall be measured using a numerator comprised of code "01" and a denominator comprised of codes "01" and "02" from section J.2., of the GPRA Discharge Interview. The measure applies to all clients receiving one or more sessions of brief intervention.
- 2) Successful completion of Brief Treatment services shall be measured using a numerator comprised of code "01" and a denominator comprised of codes "01" and "02" from section J.2. of the GPRA discharge interview. The measure applies to all clients receiving one or more sessions of brief treatment.
- 3) Improved peer and social support for clients receiving Brief Treatment shall be measured using a numerator of "Yes" responses to GPRA discharge interview, section G.4. and denominator of "Yes" and "No" responses to GPRA discharge interview, section G.4. Responses of "Refused" and "Don't Know" shall be held neutral for this measure. This measure applies to all clients receiving one or more sessions of brief treatment.
- 4) Reduced substance use shall be measured using a numerator comprised of the number of clients receiving Brief Treatment that have reduced frequency of use at the point of discharge GPRA interview

compared to the initial GPRA interview (Section B.1.a.-d., number of ~~days of substance use in last 30 days~~) and a denominator comprised of all clients completing the discharge GPRA interview. This measure applies to all clients receiving one or more sessions of brief treatment.

5) The participation rate for the six-month follow-up health survey shall be measured using a numerator of the number of clients completing the follow-up health survey and a denominator comprised of all clients recruited to participate in a follow-up health survey. All clients with social security numbers ending in "20-29" are eligible for the six-month follow-up health survey.

#### **d. Performance Measurement Statement**

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 a reasonable period, not to exceed 6 months, for the provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the department within the prescribed time, and if no extenuating circumstances can be documented by the provider to the department's satisfaction, the department must terminate the contract. The department has the sole authority to determine whether there are extenuating or mitigating circumstances related to the performance deficiencies.

### **6. Provider Responsibilities**

#### **a. Provider Unique Activities**

The provider shall:

- 1) Provide performance information or reports other than those required by this contract at the request of the BRITE Project Director or Contract Manager. The department agrees to make such requests after all data sources to which the department has access have been exhausted and the department is unable to produce the information with its own resources. These requests should be used as a last resource and with due consideration for workload and costs associated with the development or delivery of the information or reports. For requests that are complex and difficult to address, the provider and the department will develop and implement a mutually viable work plan.

- 2) ~~Submit audit reports. Audit reports shall include the standard~~ schedules that are outlined in Rule 65E-14.003, Florida Administrative Code (FAC). The provider shall submit to the department's contract manager copies of their and all subcontractors' financial and compliance audits reports together in a single submission.
- 3) Cooperate with the department when investigations are conducted regarding a regulatory complaint relevant to a licensed facility operated by the provider or its subcontractors.
- 4) Make available to the department all reports and corrective action plans, pertaining to outside licensure, accreditation, or other funding entities.
- 5) Be responsible for the fiscal integrity of all funds under this contract and for demonstrating that a comprehensive audit and tracking system exists to account for funding by client, by circuit, and to provide an audit trail.
- 6) Provide oversight so that consumers receive assistance in making an informed choice of services that are appropriate for their condition and are of high quality.
- 7) Upon the department providing current and/or new state/federal requirements and policy initiatives, the provider shall integrate them into its operations.
- 8) Make available and communicate all plans, policies, procedures, and manuals to the BRITE Program and to clients and stakeholders if applicable.
- 9) Submit to the department financial and programmatic reports specified in this contract by the dates specified.
- 10) Maximize all potential sources of revenue to increase services, and institute efficiencies that will consolidate infrastructure and management functions in order to maximize funding.
- 11) Maintain human resource policies and procedures that provide safeguards to ensure compliance with laws, rules and regulations.
- 12) Have a data system in place that adequately supports the collection, tracking and analysis of data necessary to perform utilization

management activities, reviews of clinical/administrative performance related to levels of care, clinical outcomes and adherence to clinical/administrative standards.

- 13) Have policies and procedures in place that permit the reconciling of the invoices submitted to the department. The invoices shall reconcile with the amount of funding and services specified in this contract as well as the agency's audit report and client information system.
- 14) Comply and provide oversight so that services are delivered in compliance with all other applicable federal laws, state statutes and associated administrative rules as may be promulgated or amended. See **Exhibit E, Minimum Service Requirements**.
- 15) Make available upon request, individual subcontract files to the department, State auditors, and Federal auditors.
- 16) Upon request from the department's contract manager, provide supporting documentation and make available source documentation of units billed to the department.
- 17) Pursuant to section 402.73, F.S., the provider shall maintain data on performance standards specified in this contract, for the types of services provided under this contract and shall submit such data to the department upon request. Data submission requirements are described in this contract. The department will provide training on ASSIST and GPRA data collection and reporting upon execution of this contract.
- 18) Provide oversight to ensure possession of a correct and current substance abuse services license, pursuant to Chapter 65D-30, Florida Administrative Code (FAC). The provider shall submit to the department's contract manager (6) six month reports containing expiration date of their license. ***For purposes of this contract, this paragraph is not applicable. The provider will notify the department if there are findings of Generalists who are operating programs without a correct and current license.***
- 19) During the course of the provider's relationship with the department, provider personnel may become privy to materials that are considered by the department and State and Federal law to be confidential. The provider shall supply to the department only provider's employees who are bonded against fraud and theft. The provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The

provider further agrees to indemnify and hold the department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the provider of confidential records and promises to defend the department against the same at its expense.

20) If required by 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164, the provider shall ensure compliance with the following provisions pursuant to 45 CFR 164.504(e)(2)(ii):

a. Provide oversight to prevent the use or disclosure of protected health information (PHI) except as permitted or required by this contract, state or federal law.

b. Ensure that all BRITE Program staff will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.

c. Ensure that all BRITE Program staff will report to the department and/or the provider any use or disclosure of the information not provided for by this contract or applicable law.

d. Provide oversight and make PHI available in accordance with 45 CFR 164.524.

e. Make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 CFR 164.526.

f. Provide oversight to ensure that procedures are in place to make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528.

g. 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.

h. The provider, at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, shall 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.

i. The provider agrees that violation or breach of any of these assurances shall constitute a material breach of this contract.

**7. Department Responsibilities**

**a. Department Obligations**

- 1) The department will provide information related to any part of this contract's budget, training events, and changes in applicable state and federal laws, regulations, administrative rules, operating procedures, or department policies, including those references listed in **Exhibit E, Minimum Service Requirements**, to designated provider personnel in a timely manner.
- 2) The department will provide technical assistance and support to the BRITE Program provider to ensure the continued integration of services and support for clients.
- 3) The department will provide technical assistance and support to the provider for the maintenance and reporting of data on the performance standards that are specified in this contract.
- 4) The department's contract manager will monitor the standards and outcomes specified in this contract, during the contract period, to determine if the provider is achieving the levels that are specified.
- 5) If the provider is under a corrective action plan, the department will conduct monthly oversight activities to ensure compliance with the plan.
- 6) The department will review the provider's proposed policies, procedures, and plans required to be submitted by the provider and will respond in writing within 30 working days from the day of receipt. Once reviewed by the department, the provider's policies and procedures may be amended provided that they conform to state and federal laws, the state Administrative Code, and federal regulations. Substantive amendments to submitted policies, procedures, and plans shall be provided to the department. The department will respond in writing within 30 working days from the day of receipt. **Note: For purposes of this contract, this paragraph is not applicable.**
- 7) The department will request supporting documentation and review source documentation of units billed to the department.



**b. Department Determinations**

The provider agrees that services other than those set out in this contract will be provided only upon receipt of a written authorization from the department's contract manager or an authorized department staff member. The department has final authority to make any and all determinations that affect the health safety and well being of the citizens of the State of Florida.

**c. Monitoring Requirements**

- 1) The provider will be monitored in accordance with Section 394.741 F.S. and CFOP 75-8, Children and Families Operating Procedures. The provider shall comply with any coordination or documentation required by the department's evaluator(s) to successfully evaluate the programs, and shall provide complete access to all budget and financial information related to services provided under this contract, regardless of the source of funds.
- 2) The department will provide a written report to the provider within 30 days of the monitoring. If the report indicates corrective action is necessary, the provider shall have 30 days from receipt of the monitoring report to respond in writing to the request. Except in the case of threat to life or safety of clients, in which case the corrective action will be immediate.

**C. Method of Payment**

1. This is a fixed price (unit cost) contract.
  - a. The department will pay the provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **\$150,000.00**, subject to the availability of funds.
  - b. The department will pay for services rendered in twelve monthly payments, not to exceed **\$12,500.00** per month for the term of the contract, following submission of proper invoices and client data, subject to the availability of funds. The amount is inclusive of all direct service and related administrative activity costs incurred by the provider.
2. Invoice requirements:
  - a. The provider shall request payment on a monthly basis through submission of a properly completed invoice (Exhibit A) within 20

days following the end of the month for which payment is being requested.

1) Supporting Documentation Requirements: The provider must maintain records documenting the total number of recipients and names, or unique identifiers, of recipients to whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained. The information does not have to be submitted with monthly invoices.

b. Payment: The department agrees to pay for the service units at the unit price(s) and limits listed below for the Payment Period of the contract execution date, 2010, through 365 days from contract execution date, 2011.

| Service Unit  | Payment Period                               | Unit Price         | Number of Units |
|---|--|--------------------|-----------------|
| <ul style="list-style-type: none"> <li>• Conduct substance abuse screenings using designated tools</li> <li>• Collect demographic and services data in GPRA formats</li> <li>• Provide Brief Intervention and Brief Advice</li> <li>• Provide Brief Treatment</li> <li>• Process referrals for specialty mental, physical health, and substance abuse services</li> <li>• Recruit, hire, train clinical staff</li> <li>• Submit GPRA and ASSIST data to department</li> <li>• Monitor completion of 6-month follow-up health surveys</li> </ul> | <p>March 1, 2010<br/>– February 28, 2011</p> | <p>\$12,500.00</p> | <p>12</p>       |

3. Reports:

a. The provider shall submit a monthly report, separate from Exhibit A – Invoice for Payments, detailing distinct clients served and number of service units provided by type. The report shall also include narrative descriptions of program staffing and vacancies, sites of service provision, general demographic description of clients served and service provided, and outreach and educational services conducted to market the BRITE program and increase participation in services. Due date is specified in the Table Below.

b. ~~The provider shall submit to the department properly completed financial expenditure reports specified in the Table below, by the specified dates.~~

**Financial Expenditure Report Scheduling**

| Report                       | Reporting Frequency | Number of Copies Due | Report Due Date                 | DCF Office Address to Receive Reports           |
|------------------------------|---------------------|----------------------|---------------------------------|---|
| Monthly Client Report        | Every month         | 1 copy               | 15 <sup>th</sup> of every month | See Page 7, Standard Contract, Section III.E.3. |
| Financial Expenditure Report | One Time            | 5 copies             | 45 days from contract end date  | See Page 7, Standard Contract, Section III.E.3. |

**4. MyFloridaMarketPlace Transaction Fee**

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

**5. Medicaid Billing**

- a. The department and the provider specifically agree and acknowledge that the Medicaid Program is the payer of last resort and is the preferred payer for necessary substance abuse and mental health services outside the scope of BRITE Program services.
- 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 payer.
- d. The provider shall provide oversight so that authorized services to non-Medicaid recipients, or for non-Medicaid covered services, will only be billed to the department or any other non-Medicaid first or third party payer.

- e. The provider shall provide oversight so that the department is not billed for Medicaid covered services provided to Medicaid eligible recipients.
- f. The provider shall identify and maintain Medicaid earnings separate from all other fees.
- g. The provider shall ensure that Medicaid payments are accounted for in compliance with federal regulations.
- h. In no event shall both Medicaid and the department be billed for the same service.

#### **D. Special Provisions**

##### **1. Option for Increased Services**

The provider agrees that, if at a future point in time and if so deemed necessary by the department, the contract may be amended to include additional services. Responsibilities for additional services can only be increased if the provider demonstrates competence. The determination of competence or direction of treatment shall be determined by the BRITE Project Director.

##### **2. Dispute Resolution**

- a. The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) working days of the execution of this contract, each party shall designate one person to act as the its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face to face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Executive Director and the Program Supervisor of the respective parties. Upon referral to this second step, the Executive Director and the District Administrator shall confer in an attempt to resolve the issue.
- b. If the Program Supervisor and Executive Director are unable to resolve the issue within ten (10) days, the parties' appointed representatives shall meet within ten (10) working days and select a

third representative. These three representatives shall meet within ~~ten (10) working days to seek resolution of the dispute. If the~~ representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action will be in Leon County, Florida.

### **3. Operating Capital**

The provider shall have access to operating capital for 30 days, in the event payment to the provider is interrupted for reasons beyond the provider's control or in an emergency, for continuity of the provider operations.

### **4. 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 shall ensure compliance with data submission requirements outlined in CFP 155-2 and within the funding restrictions outlined in "SAMH Other Cost Accumulators and Funding Restrictions" incorporated here in by reference.
- b. 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 do not exceed the allowable percentage for Specialty Treatment Services, as defined in this contract.

### **5. Medicaid Enrollment**

Those providers with SAMH contracts in excess of \$500,000 annually and rendering substance abuse services shall enroll as a Medicaid provider. This process shall be initiated within 90 days of contract execution. A waiver of this requirement may be granted, in writing, by the Director of Substance Abuse.

### **6. National Provider Identifier**

- a. All health care providers are eligible to be assigned a Health Insurance Portability and Accountability Act National Provider Identifiers (NPIs); however, health care providers who are covered entities (which include all State-Contracted Community SAMH

providers and State Treatment Facilities) must obtain and use NPIs.  
~~All contracted providers must use NPIs no later than May 23, 2007.~~

- b. An application for an NPI may be submitted online at:  
<https://nppes.cms.hhs.gov/NPPES/StaticForward.do?forward=static.npistart>.
- c. Additional information can be obtained from one of the following websites:
  1. The Florida Medicaid Health Insurance Portability and Accountability Act web site:  
<http://www.fdhc.state.fl.us/Medicaid/hipaa/NPI/mpi.shtml>
  2. The National Plan and Provider Enumeration System (NPPES) located at:  
<https://nppes.cms.hhs.gov/NPPES/Welcome.do>,
  3. The CMS NPI web page located at:  
<http://www.cms.hhs.gov/NationalProvIdentStand/>.

## **7. Contract Renewal**

This contract may be renewed for one term not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract. The total annual amount of the renewal will not exceed \$150,000.00.

## **8. MyFloridaMarketPlace Registration**

To comply with Rule 60A-1.030, Florida Administrative Code (F.A.C.), each vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at [www.myflorida.com](http://www.myflorida.com)).

## **9. Statewide Critical Incident Reports**

The provider shall comply with the reporting requirements of the department's "Reporting Unusual Incidents" set out in Children and Families Operating Procedure (CFOP) 215-6.

## 10. Property

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Nonexpendable property is defined as tangible personal property of a nonconsumable nature that has an acquisition value or cost of \$1,000 or more per unit and an expected useful life of at least one year, and hardback covered bound books that are not circulated to students or the general public, the value or cost of which is \$250 or more. Hardback books with a value or cost of \$100 or more should be classified as nonexpendable property only if they are circulated to students or to the general public. All computers, including all desktop and laptop computers, regardless of the acquisition cost or value are classified as nonexpendable property. Motor vehicles include any automobile, truck, airplane, boat, or other mobile equipment used for transporting persons or cargo.

When state property will be assigned to a provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the provider where it shall remain until this contract is terminated or until other disposition instructions are furnished by the contract manager. When property is transferred to the provider, the department shall pay for the title transfer. The provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the provider. Business arrangements made between the provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under their control, the department shall hold the provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with CFOP 80-2.

If any property is purchased by the provider with funds provided by this contract, the provider shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the department along with the expenditure report for the period in which it was purchased. At least annually the provider shall submit a complete inventory of all such property to the department whether new purchases have been made or not.

The inventory shall include, at a minimum, the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

The contract manager must provide disposition instructions to the provider prior to the end of the contract period. ~~The provider cannot~~ dispose of any property that reverts to the department without the contract manager's approval. The provider shall furnish a closeout inventory no later than 30 days before the completion or termination of this contract. The closeout inventory shall include all nonexpendable property including all computers purchased by the provider. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.

The provider hereby agrees that all inventories required by this contract shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the provider and the department and shall be used in place of the original acquisition cost.

Title (ownership) to and possession of all property purchased by the provider pursuant to this contract shall be vested in the department upon completion or termination of this contract. During the term of this contract, the provider is responsible for insuring all property purchased by or transferred to the provider is in good working order. The provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The provider shall be responsible for repaying to the department the replacement cost of any property inventoried and not transferred to the department upon completion or termination of this contract. When property transfers from the provider to the department, the provider shall be responsible for paying for the title transfer.

If the provider replaces or disposes of property purchased by the provider pursuant to this contract, the provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the provider's annual inventory.

The provider hereby agrees to indemnify the department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the provider pursuant to this contract. A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

#### **11. Information Technology Resources**

All department contract providers must receive written approval from the department prior to purchasing any Information Technology Resource (ITR) with contract funds. The provider agrees to secure prior written approval by means of an Information Resources Request



(IRR) form before the purchase of any ITR. The Contract Manager is responsible for serving as the liaison between the provider and the department during the completion of the IRR in accordance with CFOP 50-9, Policy on Information Resource Requests. The provider will not be reimbursed for any ITR purchases made prior to obtaining the department's written approval.

12. This is a one-year contract to be paid by a grant that may be renewed on a year-to-year basis, subject to the availability of federal funding.

**13. Support to the Deaf or Hard-of-Hearing**

a. The provider and its partners, subcontractors, and agents shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504) and the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA).

b. The provider shall, if the provider or any of its partners, subcontractors, or agents employs 15 or more employees, designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA. The name and contact information for the provider's Single-Point-of-Contact shall be furnished to the department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.

c. The provider shall, within 30 days of the effective date of this requirement, contractually require that its partners, subcontractors and agents comply with section 504 and the ADA. A Single-Point-of-Contact shall be required for each partner, subcontractor or agent that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.

d. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated compliance with Section 504 and the ADA. Further, employees of providers, its partners, subcontractors, and agents with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504 and the ADA. This attestation shall be maintained in the employee's personnel file.

e. The provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately, but not later than March 12, 2010, with respect to current providers (partners, subcontractors, and agents). The approved Notice can be downloaded through the Internet at:

<http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>.

f. The provider and its partners, subcontractors, and agents shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The provider shall submit Compliance Reports monthly, not later than the 15<sup>th</sup> day of each month, to the department's Grant or Contract Manager. The provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

g. If customers or companions are referred to other agencies, the provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

#### **E. List of Exhibits**

1. **Exhibit A** - BRITE Program Services Invoice for Payments
2. **Exhibit B** - BRITE Cost Centers
3. **Exhibit C** - Informed Consent for Follow-Up Health Survey
4. **Exhibit D** - Security Agreement Form
5. **Exhibit E** - Minimum Service Requirements
6. **Exhibit F** - Staffing Levels

**EXHIBIT A**  
 Revised June 1, 2008  
**BRITE Program Services**  
**INVOICE FOR PAYMENTS**

LD919

|                         |  |
|-------------------------|--|
| <b>NAME AND ADDRESS</b> | <b>PERIOD COVERED</b><br>BY THIS REPORT: _____ |
| <b>F.E.I.D. NUMBER</b>  | <b>DCF CONTRACT NUMBER:*</b> _____             |
|                         | <b>INVOICE NUMBER:</b> _____                   |

| A.<br>CIRCUIT/<br>BRITE<br>SERVICE                                     | B.<br>UNIT                          | C.<br>NUMBER OF UNITS<br>PROVIDED | D.<br>NUMBER OF CLIENTS<br>SERVED               | E.<br>CONTRACT AMOUNT<br>\$150,000.00 |
|--|-------------------------------------|-----------------------------------|---|---------------------------------------|
|  | Screening                           |                                   |   |                                       |
|  | Brief Intervention                  |                                   |   |                                       |
|  | Brief Treatment                     |                                   |   |                                       |
|  | Referral (Case Mgmt)                |                                   |   |                                       |
|  | Specialty Treatment<br>* Outpatient |                                   |   |                                       |
|  | * Intensive<br>Outpatient           |                                   |   |                                       |
| <b>Total Count of Clients Served During Time Period (unduplicated)</b> |                                     |                                   |   |                                       |
|  |                                     |                                   | <b>AMOUNT OF FUNDS REQUESTED</b>                |                                       |
|  |                                     |                                   | <b>CONTRACT BALANCE</b><br>(after this invoice) |                                       |

**EXHIBIT A**  
Revised June 1, 2008  
**BRITE Program Services**  
**INVOICE FOR PAYMENTS**

LD919

AMOUNT OF FUNDS REQUESTED \$ \_\_\_\_\_

I CERTIFY THAT THE ABOVE REPORT IS A TRUE, ACCURATE AND CORRECT REFLECTION OF THE ACTIVITIES THIS PERIOD AND THAT THE REIMBURSEMENTS REQUESTED ARE ONLY FOR ITEMS WHICH ARE ALLOWABLE AND DIRECTLY RELATED TO THE PURPOSES OF THIS REFERENCED CONTRACT OR AGREEMENT.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINT: \_\_\_\_\_

(SIGNATURE OF PROVIDER AGENCY OFFICIAL)

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE SEND AN ORIGINAL AND THREE COPIES OF THIS INVOICE.

| APPROVED FOR PAYMENT |      | TYPE OF REQUEST |       |
|----------------------|------|-----------------|-------|
| CONTRACT MANAGER     | DATE | REGULAR         | FINAL |

**EXHIBIT B**  
**BRITE Cost Centers**

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**1. Screening / Assessment**

- a. Description – Screening services screen potential clients for appropriateness and eligibility for program services through the use of a designated evaluation tool. The screening tool is used to assess, evaluate, and determine needed assistance for individuals and families who have been determined to be eligible and appropriate for program services.
- b. Program – Adult Substance Abuse (BRITE)
- c. Unit of Measure – Contact Hour.
- d. Data Elements:
  - (I) Service Documentation – Invoice:
    - (i) Recipient name and identification number;
    - (ii) Staff name and identification number;
    - (iii) Service date;
    - (iv) Duration;
    - (v) Cost center;
    - (vi) Service (Specify); and
    - (vii) Program.
  - (II) Audit Documentation – Recipient Service Chart:
    - (i) Recipient name and identification number;
    - (ii) Staff name and identification number;
    - (iii) Service date;
    - (iv) Duration; and
    - (v) Service (specify).
- e. Maximum Unit Cost Rate: \$77.32.

**EXHIBIT B (cont.)  
BRITE Cost Centers**

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**2. Brief Intervention**

a. Description – A short term (1-5 sessions) intervention service that focuses on reducing risk factors generally associated with the progression of substance abuse

problems. It may also be used for motivating the person with substance abuse problems to seek the appropriate level of treatment. Intervention is accomplished through early identification of persons at risk, performing basic individual assessments, and providing supportive services, which emphasize short-term counseling and referral. These services are targeted toward individuals and families.

b. Programs – Adult Substance Abuse (BRITE)

c. Unit of Measure – Direct Staff Hour.

d. Data Elements:

(I) Service Documentation – Activity Log:

(i) Cost center;

(ii) Staff name and identification number;

(iii) Recipient name and identification number;

(iv) Service date;

(v) Duration;

(vi) Service (Specify);

(vii) Group Indicator; and

(viii) Program.

(II) Audit Documentation – Recipient Service Chart:

(i) Recipient name and identification number;

(ii) Staff name and identification number;

(iii) Service date;

**EXHIBIT B (cont.)  
BRITE Cost Centers**

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- (iv) Duration; and
  - (v) Service (Specify)
- e. Maximum Unit Cost Rate: \$60.70.

**3. Brief Treatment**

- a. Description – A specific type of outpatient services that are short term (typically 6 -12 sessions) and directed toward helping to resolve or manage a specific problem. It is solution-focused, goal-oriented, and concentrates on here-and-now issues. It is most often used within a behavioral, cognitive, or cognitive-behavioral treatment approach. Brief treatment is used with individuals who have mild to moderate substance abuse problems and who are not in need of detoxification or hospitalization services.
- b. Programs – Adult Substance Abuse (BRITE)
- c. Unit of Measure – Contact Hour.
- d. Data Elements:
  - (I). Service Documentation – Service Ticket:
    - (i) Recipient name and identification number;
    - (ii) Staff name and identification number;
    - (iii) Service date;
    - (iv) Duration;
    - (v) Cost center;
    - (vi) Service (Specify);
    - (vii) Group Indicator; and
    - (viii) Program.
  - (II) Audit Documentation – Recipient Service Chart:
    - (i) Recipient name and identification number;

**EXHIBIT B (cont.)**  
**BRITE Cost Centers**

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- (ii) Staff name and identification number;
- (iii) Service date;
- (iv) Duration; and
- (v) Service (Specify).

e. Maximum Unit Cost Rate: \$60.70.

**4. Outpatient Treatment - Group**

- a. Description – An intervention or treatment service that is provided in a therapeutic setting involving two or more participants and/or their families and one or two therapists or counselors. It is intended to facilitate the psychotherapeutic process among participants and therapists and interrupt the addiction process. Therapeutic processes that are available through group include the opportunities: to recognize that the person's experiences are not unique (universality and bonding), to learn vicariously from others, to practice new behaviors/skills in a safe environment, to receive constructive feedback, and to confront dysfunctional thought processes. The group size limitations applicable to the Medicaid program shall apply to this service.
- b. Programs – Adult Substance Abuse (BRITE)
- c. Unit of Measure – Contact Hour.
- d. Data Elements:
  - (I) Service Documentation – Service Ticket:
    - (i) Recipient name and identification number;
    - (ii) Staff name and identification number;
    - (iii) Service date;
    - (iv) Duration;
    - (v) Cost center;



**EXHIBIT B (cont.)  
BRITE Cost Centers**

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- (vi) Service (Specify);
- (vii) Group Indicator; and
- (viii) Program.
- (II) Audit Documentation – Recipient Service Chart:
  - (i) Recipient name and identification number;
  - (ii) Staff name and identification number;
  - (iii) Service date;
  - (iv) Duration; and
  - (v) Service (Specify).
- e. Maximum Unit Cost Rate: \$20.50.

**6. Outpatient Treatment – Individual**

- a. Description – An intervention or treatment session that is used to assist the participant progress toward achieving all intervention or treatment plan goals. It involves the participant and the therapist in a one-to-one, psychotherapeutic relationship. A variety of evidence-based approaches may be used such as cognitive behavioral, motivational enhancement, and rational emotive therapy.
- b. Programs – Adult Substance Abuse (BRITE)
- c. Unit of Measure – Contact Hour.
- d. Data Elements:
  - (I) Service Documentation – Service Ticket:
    - (ii) Recipient name and identification number;
    - (iii) Staff name and identification number;
    - (iii) Service date;

**EXHIBIT B (cont.)  
BRITE Cost Centers**

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- (iv) Duration;
  - (v) Cost center;
  - (vi) Service (Specify);
  - (vii) Group Indicator; and
  - (viii) Program.
- (II) Audit Documentation – Recipient Service Chart:
- (iv) Recipient name and identification number;
  - (v) Staff name and identification number;
  - (vi) Service date;
  - (vii) Duration; and
  - (v) Service (Specify).
- e. Maximum Unit Cost Rate: \$81.98.

**7. Intensive Outpatient Treatment**

a. Description – An intensive course of outpatient treatment that is used to assist the participant progress toward achieving treatment plan goals. It involves a combination of individual (usually no more than once per week), group and family therapy along with substance abuse education, life skills training, training or advising in medical or health issues, employment or educational support as well as some limited mental health services. Services are provided for a total of at least 9 hours per week.

b. Programs – Adult Substance Abuse (BRITE)

**EXHIBIT B (cont.)  
BRITE Cost Centers**

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c. Unit of Measure – Hour (minimum 3 hours per day).

d. Data Elements:

(I) Service Documentation – Service Log:

(i) Recipient name and identification number;

(ii) Staff name and identification number;

(iii) Service date;

(iv) Duration;

(v) Cost center;

(vi) Service (Specify);

(vii) Group Indicator; and

(viii) Program.

(II) Audit Documentation – Recipient Service Chart:

(i) Recipient name and identification number;

(viii) Staff name and identification number;

(ix) Service date;

(x) Duration; and

(v) Service (Specify).

e. Maximum Unit Cost Rate: \$27.33.

**8. Case Management**

a. Description – Case management services consist of activities aimed at identifying the recipient's needs, planning services, linking the service system with the person, coordinating the various system components, monitoring service

**EXHIBIT B (cont.)  
BRITE Cost Centers**

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delivery, and evaluating the effect of the services received. This service is provided as part of the treatment experience.

b. Programs – Adult Substance Abuse (BRITE)

c. Unit of Measure – Direct Staff Hour.

d. Data Elements:

(I) Service Documentation – Activity Log:

- (i) Cost center;
- (ii) Staff name and identification number;
- (iii) Recipient name and identification number;
- (iv) Service date;
- (v) Duration;
- (vi) Service (Specify); and
- (vii) Program.

(I) Audit Documentation – Recipient Service Chart:

- (i) Recipient name and identification number;
- (ii) Staff name and identification number;
- (iii) Service date;
- (iv) Duration; and
- (v) Service (Specify).

Maximum Unit Cost Rate: \$56.89.

**Brief Intervention and Treatment for Elders (BRITE)  
INFORMED CONSENT FOR 6-MONTH FOLLOW-UP HEALTH SURVEY**

I, \_\_\_\_\_ (print client name), give permission to \_\_\_\_\_, or it's agent, to contact me for purposes of obtaining information for completion of a 6-month follow-up health survey.

My address and phone number is (please print):

\_\_\_\_\_ (street)  
 \_\_\_\_\_ (city, state, zip)  
 \_\_\_\_\_ (phone number)

If the program is unable to reach me at this phone number, I give permission to speak with the following people listed below to inquire about any forwarding phone numbers or addresses where I might be reached.

|                       |  |  |  |
|-----------------------|--|--|--|
| <b>Print Name</b>     |  |  |  |
| <b>Relationship</b>   |  |  |  |
| <b>Street</b>         |  |  |  |
| <b>City/State/Zip</b> |  |  |  |
| <b>Phone #</b>        |  |  |  |

Please list below your address and phone number if you are a part-time resident of Florida and have another residence where you live. This way we can reach you in order to complete your 6-month follow up health survey and upon completion of your survey, we can mail your \$20 gift card.

|                |                     |
|----------------|---------------------|
| <b>Address</b> | <b>Phone Number</b> |
|                |                     |

Consent for the 6-Month Follow-Up Health Survey expires 18 months from the date I signed this consent form.

\_\_\_\_\_ (Client Signature)      Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I do not wish to provide any follow-up information concerning my health survey.

\_\_\_\_\_ (Client Signature)      Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

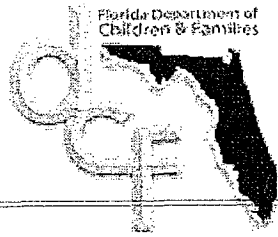


EXHIBIT D

SECURITY AGREEMENT FORM

The Department of Children and Families has authorized you:

Employee's Name/Organization

to have access to sensitive data using computer-related media (e.g., printed reports, microfiche, system inquiry, on-line update, or any magnetic media).

Computer crimes are a violation of the department's Standards of Conduct. In addition to departmental discipline, committing computer crimes may result in Federal or State felony criminal charges.

I understand that a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the department's Standards of Conduct in the Employee Handbook.

By my signature below, I acknowledge that I have received, read, understand and agree to be bound by the following:

- The Computer Related Crimes Act, Chapter 815, F.S.
• Sections 7213, 7213A, and 7431 of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal tax data.
• 6103(1)(7) of the Internal Revenue Code, which provides confidentiality and disclosure of returns and return information.
• CFOP 50-2
• It is the policy of the Department of Children and Families that no contract employee shall have access to IRS tax information or FDLE information, unless approved in writing, by name and position to access specified information, as authorized by regulation and/or statute.
• It is the policy of the Department of Children and Families that I do not disclose personal passwords.
• It is the policy of the Department of Children and Families that I do not obtain information for my own or another person's personal use.
• I will only access or view information or data for which I am authorized and have a legitimate business reason to see when performing my duties. I shall maintain the integrity of all confidential and sensitive information accessed.
• "Casual viewing" of employee or client data, even data that is not confidential or otherwise exempt from disclosure as a public record, constitutes misuse of access and is not acceptable.
• The Department of Children and Families will perform regular database queries to identify misuse of access.
• Chapter 119.0712 Florida Statutes, and the Driver Privacy Protection Act (DPPA).

PRIVACY ACT STATEMENT

- Disclosure of your social security number is voluntary, but must be provided in order to gain access to department systems. It is requested however pursuant to Section 282.318, Florida Statutes, the Security of Data and Information Technology Resources Act. The Department requests social security numbers to ensure secure access to data systems, prevent unauthorized access to confidential and sensitive information collected and stored by the Department, and provide a unique identifier in our systems.

Print Employee Name

Signature of Employee

Date

Print Supervisor Name

Signature of Supervisor

Date

EXHIBIT E

**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. Substance Abuse-Confidentiality**

42 CFR Chapter 2  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_03/42cfr2\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/42cfr2_03.html)

**B. Health Insurance Portability and Accountability Act (HIPAA)**

45 CFR 164  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_03/45cfr164\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr164_03.html)

**C. Social Security Income for the Aged, Blind and Disabled**

20 CFR 416  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_03/20cfr416\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/20cfr416_03.html)

**II. FLORIDA STATUTES**

All State of Florida statutes can be found at the following website:  
<http://www.flsenate.gov/statutes/index>.

**A. 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 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 499                      Drug, Cosmetic and Household Products
- CH 553                      Building Construction Standards
- CH 893                      Drug Abuse Prevention and Control

**B. 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              |
| <del>CH 815</del> | <del>Computer-Related Crimes</del> |

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**III. FLORIDA ADMINISTRATIVE CODE (RULES)**

**A. Substance Abuse and Mental Health Services**

|        |  |
|--------|--|
| 65D-30 | Substance Abuse Services Office  |
| 65E-4  | Community Mental Health Regulation                                       |
| 65E-5  | Mental Health Act  |
| 65E-14 | Community Substance Abuse and Mental Health Services-<br>Financial Rules |
| 65E-15 | Continuity of Care Case Management                                       |

**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<br>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**

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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)

<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>.

Access to Recovery Data Guide

**F. Contract Monitoring**

CFOP 75-2  
Services

Contract Management System for Contractual

CFOP 75-8

Contract Monitoring Operating Procedures

Exhibit F  
Staffing Levels

| Position                             | Percentage of Time Dedicated to BRITE Program Services |
|--------------------------------------|--|
| Program Coordinator                  | 25%  |
| Health Care Educator (Full-time FTE) | 100%   |
| Health Care Educator (Full-time FTE) | 100%   |

## CERTIFICATION REGARDING LOBBYING

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**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND  
COOPERATIVE AGREEMENTS**


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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Burt Aaronson, Chair

Date

Name of Authorized Individual

Palm Beach County Board of County Commissioners

LD919

Application or Contract Number

Name of Organization

810 Datura Street, Ste 300, WPB, FL 33401

Address of Organization

## ATTACHMENT III

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 during 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 during 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.

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

## PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; 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 during 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(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), 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)  
See Page 7, Standard Contract, Section III.E.3.

- B. Department of Children & Families ( 1 electronic copy and management letter, if issued )

Office of the Inspector General  
Single Audit Unit  
Building 5, Room 237  
1317 Winewood Boulevard  
Tallahassee, FL 32399-0700

Email address: [single\\_audit@dcf.state.fl.us](mailto:single_audit@dcf.state.fl.us)

- C. 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 using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

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

Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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

#### **PART IV: RECORD RETENTION**

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

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

**INSTRUCTIONS**

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

**CERTIFICATION**

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

|  |                         |
|--|-------------------------|
| _____<br>Signature                             | _____<br>Date           |
| Burt Aaronson<br>_____<br>Name (type or print) | Chair<br>_____<br>Title |