

RESOLUTION NO. 2007 - 327

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE AGREEMENT BETWEEN ST. JOHNS COUNTY AND STEWART-MARCHMAN CENTER.**

**WHEREAS**, the State of Florida Department of Children and Families contracts with St. Johns County Board of County Commissioners on behalf of St. Johns County, a political subdivision of the State of Florida, to provide substance abuse detox and residential services, and

**WHEREAS**, no facility exists in St. Johns County that can provide detox and residential services and it is necessary for St. Johns County to subcontract this funding to agencies that provide these services, and


**WHEREAS**, Stewart-Marchman Center is able to provide detox and residential services and has been a satisfactory vendor.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:**

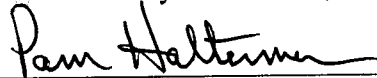
1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as Findings of Fact.
2. The Board of County Commissioners of St. Johns County, Florida, hereby approves the terms and conditions of the Agreement between St. Johns County, Florida and Stewart-Marchman Center and authorizes the County Administrator to execute the Agreement on behalf of the County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 30<sup>th</sup> day of October, 2007.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By:   
Ben Rich, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 11/2/07

**AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA**

**and**

**STEWART MARCHMAN CENTER**

This Contract is made on this \_\_\_\_ day of October, 2007 by and between St. Johns County, Florida, hereinafter referred to as (“the County”), and Stewart-Marchman Center, hereinafter referred to as (“SMC”), a corporation licensed to do business in the State of Florida, whose main address is 3875 Tiger Bay Road, Daytona Beach, Florida 32124.

WHEREAS, the State of Florida (hereinafter referred to as “the State”) legislature has determined that it is essential that the people of the State of Florida have access to adequate health care;

WHEREAS, the State has determined that the State and the counties therein must share the responsibility of assuring that adequate and affordable health care is available to all Floridians;

WHEREAS, the State specifically authorizes counties to provide hospitals, ambulance service and health and welfare programs;

WHEREAS, the St. Johns County Mental Health Department (hereinafter referred to as SJCMH) serves the residents of St. Johns County, Florida;

WHEREAS, SMC operates and manages facilities licensed by Florida’s Department of Children and Families and has experience and expertise in the area of detoxification and residential services, in serving the residents of Volusia and surrounding counties;

WHEREAS, the County requires certain services of SMC in order to serve its St. Johns County residents requiring residential and other rehabilitation services at the request of the County, subject to resource availability;

WHEREAS, the parties desire to enter into this Agreement pursuant to which SMC agrees to provide certain substance abuse services at the request of the County;

NOW THEREFORE, in consideration of the foregoing and upon mutual terms, covenants and conditions hereinafter set forth, the County and SMC hereby agree as follows:

**Section 1 – Term:**

The term of this Agreement shall commence on October \_\_\_\_, 2007 and terminate June 30, 2008, unless otherwise terminated in accordance with the provisions of Section 8 of this Agreement.

**Section 2 - Responsibilities of SMC:**

During the term of this agreement, SMC shall provide the following services. (It is noted that American Society of Addiction Medicine (ASAM) criteria will be utilized in the evaluation of a client's appropriateness for services):

- A. Provide Detoxification Services for all adult clients referred by the County when beds are available.
- B. Provide Adult Residential Level II Services for clients referred by the County when beds are available.
- C. Contact the County if there is any question regarding approval of a person presenting for services. The County may be contacted after business hours at (904) 824-HELP.
- D. Cooperate with County staff in discharge planning of referred clients.
- E. In the event that a referred client develops medical problems requiring medical hospitalization or emergency treatment, SMC will use best efforts to arrange for the transfer of such referred client to an appropriate health care provider/facility. SMC will notify SJCMH of such status within a reasonable time period in accordance with applicable laws and regulations. SJCMH will advise SMC as to whether the client is to be discharged as a client of SMC, or whether the client's placement is to be kept available, in which case the County will reimburse SMC for the days the client is absent, in accordance with Section 4.
- F. Provide detox and residential services in accordance with District IV SAMH contract requirements.
- G. SMC will maintain an active/current State of Florida, Department of Children and Families license for substance abuse treatment.
- H. SMC will comply with the Florida Department of Children and Families Substance Abuse Mental Health (SAMH) outcome reporting on data submission requirements to the State Data Warehouse. Such compliance will include submitting the required initial and discharge outcome measure information, and submission of data documentation indicating Tax I.D. # 59-6000825, the County Contract #DH646 and contract site number (07) for clients referred by SJCMH.

**Section 3 - Responsibilities of County:** During the term hereof the County shall, at its own expense:

- A. Provide telephone triage for parties seeking services to SMC's Detoxification Unit. SJCMH Department staff will call SMC for bed availability for all persons triaged through the SJCMH Department.
- B. Assist SMC in connecting with those seeking services as needed. Contact with those seeking services will be necessary to facilitate SMC notifying those individuals of alternative interventions should no bed be available. SJCMH will not be responsible for creating "alternative intervention" plans for individuals denied SMC services due to bed unavailability.
- C. Formally request SMC to provide referred clients with specified care pursuant to this agreement. Oral requests shall be promptly documented in writing to SMC's representative designated from time-to-time in writing by SMC's Chief Executive Officer.
- D. Assist in discharge planning and referral to County for follow-up services.
- E. Timely remit full compensation to SMC upon receipt of a monthly invoice as provided in Section 4.

**Section 4 – Compensation:**

- A. The County will pay SMC on a fee for service basis for actual bed days used based on all inclusive SMC rates communicated to SJCMH via email by Sheila Jennings at SMC:
  - Adult detoxification services - \$168.00 / bed day
  - Adult residential level II & Women's/Men's Recovery Prog. - \$147.00 / bed day.
- B. SMC shall bill all other potential payor sources first, including insurance prior to billing the County.
- C. TANF will be considered a payor source of last resort, to the extent of available TANF funds.
- D. The County will pay invoices received from SMC within 45 days of receipt, or within the time frame permitted under State law, whichever is longer.
- E. The total amount of this contract for all services provided is not to exceed \$37,600 without prior authorization of the County.

- F. The County shall be responsible for notifying SMC any time there is a change in the funding status of clients in treatment.
- G. For payment purposes, the rates agreed to in this contract will be retroactive back to July 2007.

**Section 5 - Independent Contractor:** It is recognized that SMC is an independent contractor with respect to the County. Nothing in this Agreement is intended or shall be construed to create an employer/employee relationship, a joint-venture relationship, or a lease or landlord-tenant relationship between SMC and the County, or any Psychiatrist not employed by SMC. SMC has agreed to comply with all of the rules and regulations of the County. Neither SMC nor its sub-contractors or employees shall have any claim, under this Agreement or otherwise, against the County for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability, or unemployment insurance benefits, or employee benefits of any kind. In the event that the Internal Revenue Service, Florida Department of Revenue, or any other governmental agency should question or challenge independent contractor status of SMC, the parties hereto mutually agree that both SMC and the County shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of whom, such discussions or negotiations are initiated.

**Section 6 - Mutual Cooperation:** The clinical staff of SMC and SJMCH will each use best efforts to cooperate with respect to services, including but not limited to initial, intermediate and discharge evaluation, quality assurance and utilization review, to such end that appropriate types and amounts of services are rendered. The County requests a copy of SMC's most recent financial audit to be submitted in a timely manner, but no later than December 1, 2007. The County also requests a copy of SMC's most recent review from the Joint Accreditation Commission of Healthcare Organizations (JACHO) or The Commission on Accreditation of Rehabilitation Facilities, Inc. (CARF), whichever applies.

**Section 7 - Records:** SJCMH and SMC shall create and maintain accurate and complete records for all clients receiving services from such provider in accordance with all federal and state laws and regulations. Each shall permit the other prompt access to such records subject to all applicable federal and state laws regarding confidentiality, reasonable notice and reasonable costs of reproduction.

**Section 8 - Termination of this Agreement:** Notwithstanding any provision of this Agreement to the contrary, the parties may terminate this Agreement in accordance with the following rules:

- A. With, or without cause upon at least thirty (30) days written notice delivered to the other party by certified mail.

- B. This contract may be terminated for non-performance by the County upon no less than twenty-four (24) hours notice, if the immediate health, safety, or welfare of a referred client or the public is threatened or imperiled.
- C. SMC may terminate this contract upon no less than twenty-four (24) hours notice if the County breaches a material provision of this contract or fails to substantially perform any obligation hereunder, if the immediate health, safety or welfare of a referred client or the public is threatened or imperiled.
- D. At any time during the term of this Agreement, if either party hereto fails to meet its responsibilities under this Agreement and the defaulting party fails to correct such deficient performance within 15 days of receipt of written notice of such deficiency by the no-defaulting party. If applicable the County may employ the default provisions in Chapter 60 A-1.006 (3) F.A.C.
- E. Upon written notice in the event of either party being adjudicated bankrupt, becoming insolvent, consenting to any voluntary bankruptcy or other similar arrangement, or in the event of the appointment of a receiver of such other party.
- F. In the event funds to finance this contract become unavailable, the County may terminate the contract upon no less than twenty-four (24) hours notice in writing to SMC. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds.
- G. Upon termination of this contract by either party, SMC agrees to coordinate with St. Johns County the transfer of clients for continued care and services as appropriate.

**Section 9 – Notice:** All notices or consents required or permitted herein shall be given in writing and shall be deemed to have been delivered when received in person or upon deposit in the United States Mail, certified, return receipt requested, at the addresses set forth below.

St. Johns County  
 Board of County Commissioners  
 Mental Health Department  
 1955 U. S. 1 South, Ste. C-2  
 St. Augustine, FL 32086  
 Attn: Maria Colavito, HHS Director

Stewart-Marchman Center  
 3875 Tiger Bay Road  
 Daytona Beach, FL 32124  
 Attn.: W.C.Bell, President/CEO

**Section 10 - Gender and Number:** Whenever used herein, the masculine or neuter genders shall include all other genders, including the female gender, and the singular shall include the plural, where the context so permits.

**Section 11 - Binding Agreement:** The covenants and conditions herein contained shall apply to and bind the County and SMC.

**Section 12 – Waiver:** The waiver by any party of any breach under this Agreement shall in no way operate as a waiver of a continuing or subsequent breach of the same or similar covenant or condition.

**Section 13 - Time of Essence:** Time shall be of the essence with respect to every term, covenant and condition of this Agreement in which time is a factor.

**Section 14 - Entire Agreement and Modification:** This instrument contains the entire agreement of the parties and supersedes all prior agreements and representations, whether oral or written, express or implied; and provision herein contained shall be modified only upon written agreement of the County and SMC.

**Section 15 - Partial Invalidity:** If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

**Section 16 - Law of Agreement:** This Agreement shall be governed by and construed under the laws of the State.

**Section 17 - Governing Law and Venue:** The laws of the State shall govern the interpretation, construction, and legal effect of this Agreement, the parties agree that the state court forum for said litigation shall be in St. Johns County, Florida, in the court of appropriate jurisdiction, and that the federal court jurisdiction shall be in the Middle District court, Jacksonville, FL, Duval County, Florida.

**Section 18 – Abide:** The Contractor shall abide by all requirements as stated in the attached State of Florida, Department of Children and Families, Standard contract, a seven page form, dated July 1, 2006, Sections I, II, and III, attached hereto and incorporated herein by reference as Exhibit I.

**Section 19 – Assignment:** This Agreement may not be assigned to either party without the prior written consent of the other party.

**Section 20 – Inconsistencies:** If there are any inconsistencies between the attachments and this document, provisions of this document not including incorporated items shall be applied and prevail.

**Section 21 - Warranty/Personnel:** SMC warrants all services shall be performed by skilled and competent personnel in conformance with the accepted professional and technical standards in the field. SMC further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract, and that they shall be fully qualified and, if required, authorized, permitted, certified and/or licensed under State and local law to perform such services. Where licenses, permits and certifications for the provision of services under this contract are required by Florida Statutes or Regulations, documentation of such licenses and certifications shall be presented to the County. Such personnel shall not be employees of or have any contractual relationship with the County. Failure to comply with the provisions of this Section shall constitute cause for termination under the provisions of the termination clause of this contract.

**Section 22 – Background Screening:** Any employees or contract employees shall undergo background screening/fingerprinting as applicable in accordance with existing Florida statutes.

**Section 23 – Liability:** To the extent permitted by law, SMC shall indemnify and hold harmless the County, its officials, agents, servants, and employees from and against any, and all, claims, liabilities, losses and/or causes of action which may arise from any negligent act or omission on the part of SMC to the extent such negligent act or omission is connected with the services provided pursuant to the Agreement.

**Section 24 – Insurance:** SMC shall have, and maintain, for the duration of this Agreement (including any extensions of this Agreement), any, and all, insurance coverage required by the State, and such insurance shall be in at least the minimum amounts required by the County's Risk Manager. SMC shall have the County named as an additional insured. Failure to maintain any, and/or all required insurance shall result in the automatic termination of this Agreement, without the necessity of providing any further written notification of termination.



IN WITNESS WHEREOF, the County and SMC have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year as first above written.

Stewart-Marchman Center

BY: W. Clint Bell  
Its President/CEO

Date: 9/20/07

Attest:

BY: Cynthia S. Weisberg  
Its Secretary

St. Johns County, Florida

BY: \_\_\_\_\_  
County Administrator

Attest: Cheryl Strickland, Clerk of Court

BY: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

CFDA No. 93.958Client  Non-Client   
Multi-District 

**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 St. Johns County Board of County Commissioners, hereinafter referred to as the "Provider."

**I. THE PROVIDER AGREES:****A. Contract Document**

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

**B. Requirements of Section 287.058 F.S.**

To provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which must be received and accepted by the contract manager in writing prior to payment. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. Where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011 (11), F.S., made or received by the Provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.

**C. Governing Law****1. State of Florida Law**

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

**2. Federal Law**

a. That if this contract contains federal funds the Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

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

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

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

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

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

**D. Audits, Inspections, Investigations, Records and Retention**

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

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract 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 Subsection I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

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

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

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

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

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

#### **F. Indemnification**

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

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

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

#### **G. Insurance**

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of . By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. Upon the execution of this contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

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

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

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

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

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

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and

subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

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

#### J. Return of Funds

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

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

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

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

#### L. Purchasing

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

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

#### M. Civil Rights Requirements

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex in accordance with CFOP 60-16. The Provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with any of its programs and activities are not discriminating against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the Provider employing fifteen (15) or more individuals.

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

3. Subcontractors who are on the discriminatory vendor list, may not transact business with any public entity, in accordance with the provisions of section 287.134 F.S.

#### N. Independent Capacity of the Contractor

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

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

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

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

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

**O. Sponsorship**

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

**P. Publicity**

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

**Q. Final Invoice**

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

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

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

**S. Public Entity Crime**

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

**T. 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, if not a state agency, as that term is defined in subsection 768.28, F.S., shall indemnify and save the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this contract.
4. The Department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the Provider may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
5. 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**

That any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of

purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

### Information Security Obligations

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the Department's Security Staff and who will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated Provider employees.
2. To hold the Department harmless from any loss or damage incurred by the Department as a result of information technology used, provided or accessed by the Provider.
3. To provide the latest Departmental Security Awareness Training to its' staff and subcontractors.
4. To ensure that all Provider employees who have access to Departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy of which may be obtained from the contract manager.

### X. Accreditation

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

### Y. Agency for Workforce Innovation and Workforce Florida

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

### Z. Health Insurance Portability and Accountability Act

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

### AA. Emergency Preparedness

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

### BB. PUR 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 is required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

## II. THE DEPARTMENT AGREES:

### A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$5,335,821.00 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 date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care Providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment.

### C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422, 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 July 1, 2006, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Jacksonville, Florida, on June 30, 2009.

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

1. In accordance with the provisions of Section 402.73(7), Florida Statutes, and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
2. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

### C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the Provider responsible for administration of the program.
2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed.
3. This contract may be terminated for the Provider's non-performance upon no less than twenty-four (24) hours notice in writing to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. Failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.

### D. Renegotiations or Modifications

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

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

1. The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:  
St. Johns County Board of County Commissioners  
1955 U.S. 1 South  
Suite C-2  
St. Augustine, Florida 32086

2. The name of the contact person and street address where financial and administrative records are maintained is:  
Ted Zebrowsky, Assistant County Administrator  
4090 Lewis Parkway  
St. Augustine, Florida 32086

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

Linda Starrett, SAMH Program  
Department of Children and Families  
P.O. Box 2417 (5920 Arlington Expressway)  
Jacksonville, Florida 32231-0083 (32211)  
(904) 723-2131

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

Maria Colavito, Ph.D.  
1955 U.S. 1  
South Suite C-2  
St. Augustine, Florida 32086  
(904) 825-5948 ext.217

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

F. All Terms and Conditions Included

This contract and its attachments, Attachment I, Attachment II and Attachment III (89 pages total) 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 96 page contract to be executed by their undersigned officials as duly authorized.

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

PROVIDER:  
St. Johns County, Florida

PRINT NAME: James E. Bryant  
SIGNED BY: James E. Bryant  
NAME: James E. Bryant  
TITLE: Chairman, Board of County Commissioners  
DATE: 6-14-06

PRINT NAME: R.H. Warfel  
SIGNED BY: R.H. Warfel  
NAME: R.H. Warfel  
TITLE: District 4 SAMH Program Supervisor  
DATE: 6-23-06

STATE AGENCY 29 DIGIT FLAIR CODE: N/A  
Federal EID # (or SSN): 59-6000825

Provider Fiscal Year Ending Date: 09/30