

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 Twin Oaks Juvenile Development, Inc., 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 N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. That unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) 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. 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 Section I, Paragraph D. 2.

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

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

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

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

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

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. That 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

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. 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

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 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. That 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

To 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. 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, (800) 643-8459.

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 (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status 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. 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. To 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. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

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

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

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

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

O. Sponsorship

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

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.

Final Invoice

To submit the final invoice for payment to the department no more than 30 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, 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, 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.

W. 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 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.

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 \$15,124,831.50 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 July 1, 2008, 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 June 30, 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, and Telephone Numbers):

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:

Twin Oaks Juvenile Development, Inc.
[Redacted]
[Redacted]

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

Jimmers Micallef
DCF Mental Health Program Office
1317 Winewood Blvd., Bldg. 6, Rm. 259
Tallahassee, FL 32399-0700
(850) 413-6159

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

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

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

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

WITNESS THEREOF, the parties hereto have caused this 120 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Twin Oaks Juvenile Development, Inc.

Signature:

Signature:

Print/Type Name: Donald B. Read

Print/Type Name: William H. Janes.

Title: CEO

Title: Assistant Secretary for Mental Health

Date: 6/24/08

Date: 6/25/08

STATE AGENCY 29 DIGIT FLAIR CODE: _____

Federal Tax ID # (or SSN): [Redacted]

Provider Fiscal Year Ending Date: [Redacted]

ATTACHMENT I**A. Services to be Provided****1. Definition of Terms****a. Contract Terms**

Contract terms used in this document are defined in Children and Families Glossary of Contract Terms, which is located at the following website: <http://www.dcf.state.fl.us/publications/policies/075-2.pdf>, and is incorporated herein by reference and maintained in the contract manager's file.

b. Program Specific Terms

1) Abuse, as defined by Rule 65E-9, Florida Administrative Code (F.A.C.) - any willful or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental, or emotional health to be significantly impaired. Abuse of a child includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute abuse when it does not result in harm to the child.

2) Administrator, as defined by Rule 65E-9, F.A.C. - the chief executive or administrative officer of a residential treatment center or therapeutic group home or his or her designee.

3) AHCA - the Agency for Health Care Administration.

4) AFYC - Apalachicola Forest Youth Camp, the name of the secure residential facility operated by Twin Oaks Juvenile Development Inc., in which all services under this contract are provided.

5) APD - the Agency for Persons with Disabilities.

6) Assessment, as defined by Rule 65E-9, F.A.C. - the appraisal or evaluation of a child's current condition based on but not limited to clinical and functional data, physical examination, medical history, and current symptomatology.

7) Autism - a condition characterized by impairment in social interactions and communication abilities and unusual or restricted ranges of play and interest. Autism results in social isolation and varying degrees of unusual behaviors.

8) Background Screening - the act of assessing the background of staff members and subcontractors prior to employment and of volunteers before permitting contact with the juveniles. For the purposes of this contract, **Background Screening** includes criminal background checks in compliance with County Sherriff Office, Florida Department of Law Enforcement and Federal Bureau of Investigations procedures, and employment reference checks.

9) Behavior Analysis, as defined by Rule 65E-9, F.A.C. - the science in which procedures derived from the principles of behavior are systematically

applied to increase skill acquisition and reduce problematic behavior, to improve socially significant behavior to a meaningful degree and to demonstrate experimentally that the procedures used were responsible for the improvement in behavior.

10) Business Day - any day from 8:00 a.m. to 5:00 p.m. local time in Tallahassee, FL other than Saturday, Sunday, or a holiday recognized by the State of Florida (including holidays hereinafter recognized).

11) Case Management - the activities that a provider or its subcontractors must undertake to provide or arrange services for the juvenile. Case management services include notifying the parent or guardian of the referral to the provider, obtaining medical and other consents from the parent or guardian, verifying and providing the location of the juvenile, arranging transportation with Department of Juvenile Justice, attending hearings for the juvenile and completing initial treatment and services plans.

12) CFP 155-2 - a pamphlet promulgated by the department entitled "CFP 155-2 Department of Children & Families, Pamphlet 155-2 - Mental Health and Substance Abuse Measurement and Data, effective September 2007 (8th edition, version 3)", or the latest revised edition thereof which contains required data-reporting elements for substance abuse and mental health services, hereafter referred to as "CFP 155-2", and which is incorporated herein by reference and can be found at:

<http://www.dcf.state.fl.us/mentalhealth/publications/index.shtml>.

13) Child, Juvenile or Youth - any unmarried person under the age of 18 who has not been emancipated by order of the court and who has been found or alleged to be dependent, in need of services, or from a family in need of services; or any married or unmarried person who is charged with a violation of law occurring prior to the time that person reached the age of 18 years.

14) Clinical Psychologist - a licensed psychologist as defined in Section 490.003(7), Florida Statutes (F.S.), with 3 years of postdoctoral experience in the practice of clinical psychology, inclusive of the experience required for licensure, or a psychologist employed by a facility operated by the United States Department of Veterans Affairs that qualifies as a receiving or treatment facility.

15) Collocation, as defined by Rule 65E-9, F.A.C. - the simultaneous operation by a provider of two or more programs on the same grounds or in the same building with complete separation of the children served by the programs.

16) Competency Evaluation Report - a report by the provider to the referring court that includes the recommendations and written findings specified by Fla. Rule Juv. Proc 8.095(9).

17) Competency Restoration Training - all services provided to juveniles that assist in the restoration of competency. These services include education, role-playing, and other methods to help the juvenile accomplish

the following:

- a) appreciate the charges or allegations against the juvenile;
- b) appreciate the range and nature of possible penalties that may be imposed in the proceedings, if applicable;
- c) understand the adversarial nature of the legal process;
- d) disclose to counsel facts pertinent to the proceedings at issue;
- e) display appropriate courtroom behavior; and
- f) testify relevantly.

18) Corrective Action Plan - a written document that specifies actions a provider will take in order to correct an identified instance of non-compliance and the time frame within which the provider will come into compliance with Chapters 394 and 918, F.S., Rule 65E-9, F.A.C., and/or the terms of this contract.

19) Court Evaluator - a professional community evaluator appointed by the courts to determine a juvenile's initial competency to proceed to trial.

20) Cultural Competence, as defined by Rule 65E-9, F.A.C. - attaining and applying knowledge, skills, and attitudes that respect the child and family's individual values and beliefs, so far as to enable administrators and staff to provide effective care and treatment for diverse populations.

21) Designee - a person, contractual provider or other agency or entity named by the department.

22) Discharge - the process of removing a juvenile from the program. A discharged juvenile is authorized to leave by court order with no expectation of return. The discharged juvenile will no longer be included on the population census and the juvenile's bed is available for the next client.

23) Discharge Summary - an individualized overview of a juvenile's history of services at the secure residential facility developed and distributed for documentation and continuity of care at the juvenile's discharge from the facility.

24) District or Circuit Juvenile Incompetent to Proceed Liaison - an employee of the department designated to coordinate efforts of the department with juveniles determined incompetent to proceed in each of the department's service circuits/regions.

25) DSM - the latest edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association.

26) Direct Care Staff, as defined by Rule 65E-9, F.A.C. - a staff member who has direct contact with the child and has primary responsibility, identified in their job description, for providing personal care, assistance, and supervision to a child. The term **Team Leader** is synonymous with **Direct Care Staff**, for the purposes of this contract only.

27) Dual Diagnosis - any combination of mental illness, mental retardation or autism identified in a court's competency evaluation as the basis for the determination that a juvenile is incompetent to proceed to trial.

28) Drug Used as Restraint, as defined by Rule 65E-9, F.A.C. - the administration of any drug to help control a child's behavior or restrict the child's freedom of movement, and is not a standard treatment for the child's medical or psychiatric condition.

29) Emergency Safety Intervention, as defined by Rule 65E-9, F.A.C. - the use of restraint or seclusion as an immediate response to an emergency safety situation.

30) Emergency Safety Situation, as defined by Rule 65E-9, F.A.C. - unanticipated child behavior that places the child or others at immediate risk for serious injury if no intervention occurs.

31) Exigent Circumstances - situations that require immediate actions, such as the child is under the age of thirteen, believed to be out of the zone of safety for their age and development, mentally incapacitated, in a life threatening situation, in the company of others who could endanger their welfare or is absent under circumstance inconsistent with established behaviors.

32) Family, as defined by Rule 65E-9, F.A.C. - the child's biological, adoptive or foster parent(s), guardian, siblings, grandparents, aunts and uncles, and other related or unrelated persons who have a significant relationship with the child. For children placed pursuant to Chapter 39, F.S., the term family also includes the child's guardian ad litem.

33) Family Services Counselor - a professional position responsible for case management for children placements. The term includes department staff and staff working for an agency named as a designee.

34) Filled Bed Rate - the service unit rate paid for 24 hours of services provided to a juvenile in residence at the facility.

35) FTE - Full-Time Equivalent - For the purposes of the provider staffing in this contract, FTE numbers include staff assigned to a specific position or shift and available numbers of staff to supply relief coverage required to comply with staff ratios required by Rule 65E-9, F.A.C.

36) Incident Report - a report to the department in compliance with the department's CFOP 155-25: "Critical Event Reporting in State Mental Health Treatment Facilities". An Incident Report provides details of any instance of elopement, escape, suicide attempt, juvenile death, alleged juvenile-to-juvenile sexual battery, staff-to-juvenile sexual battery, significant injury to juvenile, significant injury to staff resulting from juvenile-to-staff altercation, staff or other non-juvenile death or any event not identified above and likely to have adverse department impact or media coverage.

37) Individual Treatment Plan - the provider's documented approach to

providing services to a juvenile which takes into account the juveniles personal history, legal background, court evaluation, clinical assessment, medical and educational assessments and provides a road-map for service delivery.

38) JITP - Juvenile Incompetent to Proceed as defined in Section 985.19, F.S.

39) Juvenile Incompetent to Proceed Coordinator - the department's designated statewide administrator for the Juvenile Incompetent to Proceed Program.

40) Leave of Absence (LOA) Status - a period when a juvenile has been transported to other facilities or programs for extended periods prior to discharge for court, medical or other authorized purposes. During this period the juvenile will continue to be included in the population census.

41) Mechanical Restraint, as defined by Rule 65E-9, F.A.C. - any device attached or adjacent to a child's body that the child cannot easily remove that restricts freedom of movement or normal access to the child's body. However, mechanical restraint does not include physical devices, such as orthopedic prescribed appliances, surgical dressings and bandages, protective helmets and supportive body bands, or other physical holding when necessary for routine physical examinations and tests for orthopedic, surgical and other similar medical treatment purposes or when used to provide support for the achievement of functional body position or proper balance or to protect a patient from falling out of bed or to permit a patient to participate in ongoing activities without the risk of physical harm.

42) Medication Administration, as defined by Rule 65E-9, F.A.C. - the obtaining and giving of a single dose of medication, prescription or over-the-counter, by an authorized person to a child for his or her consumption.

43) Mental Retardation - significant limitations in functioning related to sub-average intelligence. People who have mental retardation learn more slowly than other people and might need assistance in areas like communication, self-care, self-direction, health and safety, leisure, work and functional academics. While the term is still clinically correct, "intellectual disability" is becoming the preferred nomenclature.

44) Missing Child - a person who is under the age of 18 years; whose location has not been determined; and who has been or will be reported as missing to a law enforcement agency.

45) Neglect, as defined by Rule 65E-9, F.A.C. - when a child is deprived of, or is allowed to be deprived of, necessary food, clothing, shelter, or medical treatment or a child is permitted to live in an environment when such deprivation or environment causes the child's physical, mental, or emotional health to be significantly impaired or to be in danger of being significantly impaired. The foregoing circumstances shall not be considered neglect if caused primarily by financial inability unless actual services for relief have been offered to and rejected by such person. A parent or legal custodian

legitimately practicing religious beliefs in accordance with a recognized church or religious organization who thereby does not provide specific medical treatment for a child shall not, for that reason alone, be considered a negligent parent or legal custodian. Neglect of a child includes acts or omissions.

46) Physical Restraint, as defined by Rule 65E-9, F.A.C., - the application of physical force without the use of any device, for the purpose of restricting the free movement of a child's body. The term restraint does not include briefly holding without undue force a child in order to calm or comfort him or her, or holding a child's hand to safely escort him or her from one area to another. Such term may also be known as **Personal Restraint**.

47) Physical Escort - the act of briefly holding a juvenile, without undue force, in order to calm or comfort the juvenile, or of holding a juvenile's hand to safely escort him or her from one area to another.

48) Psychiatrist - a medical practitioner licensed under Chapter 458, F.S. or Chapter 459, F.S., and who has primarily diagnosed and treated mental and nervous disorders for a period of not less than 3 years, inclusive of psychiatric residency.

49) Psychotropic Medication - any drug prescribed with the primary intent to stabilize or improve mood, mental status, behavioral self-control or mental illness.

50) Restraint, as defined by Rule 65E-9, F.A.C. - a **Drug Used as Restraint**, **Mechanical Restraint** or **Physical Restraint**, as defined in this contract. **Restraint** does not include **Physical Escort**.

51) Seclusion, as defined by Rule 65E-9, F.A.C. - the involuntary confinement of a resident alone in a room or an area that the resident is physically prevented from leaving.

52) Serious Injury, as defined by Rule 65E-9, F.A.C. - any significant impairment of the physical condition of the child as determined by qualified medical personnel. This includes, but is not limited to, burns, lacerations, bone fractures, substantial hematoma, and injuries to internal organs, whether self-inflicted or inflicted by someone else as defined in 42 C.F.R., § 483.352.

53) Staff, as defined by Rule 65E-9, F.A.C. - all owners, operators, employees, whether full-time, part-time and/or volunteers working in a residential treatment center, or other facility licensed by Rule 65E-9, F.A.C., who may be employed or contracted by or do volunteer work for a person, corporation, or organization. The term does not include those who do not work on the premises where treatment is provided or either have no direct contact with a child or have no contact with a child outside of the presence of the child's parent or guardian.

54) Supportive Service - any ancillary service which is offered or provided to the juvenile to directly aid and improve the delivery of competency restoration

services to the juvenile.

55) Team Leader, for the purposes of this contract only - **Direct Care Staff** as defined by Rule 65E-9, F.A.C. A Team Leader is a staff member who has direct contact with the child and has primary responsibility, identified in their job description, for providing personal care, assistance, and supervision to a child.

56) Time-out, as defined by Rule 65E-9, F.A.C. - the restriction of a child for a brief period of time (30 minutes or less) to a designated area from which the child is not physically prevented from leaving, for the purpose of providing the child an opportunity to regain self-control and when the use is consistent with the child's treatment plan. This procedure is sometimes known as **brief isolation**. Regardless of name, the actions taken define the procedure and are therefore subject to Rule 65E-9, F.A.C.

57) Trauma-Informed Care - a service system that uses an understanding of the role and effect of trauma to accommodate the vulnerabilities of trauma survivors and allows services to be delivered in a way that will avoid inadvertent re-traumatization and will facilitate consumer participation in treatment.

58) Treatment Plan, as defined by Rule 65E-9, F.A.C, - the written summary of the child's individualized treatment goals, measurable objectives and treatment services to be provided. The treatment plan is the goal-oriented, time limited, individualized plan of action, which directs the treatment and services provided for the child and family.

59) Treatment or Training - competency restoration and other supportive services provided to juveniles individually or in groups, which may include rehabilitation, behavior analysis services, counseling, supportive therapy, medication management, psychotherapy or any other accepted therapeutic, educational or supportive process.

60) Unfilled Bed Rate - the service unit rate paid for service for 24 hours, beginning at 9:00 am, in instance where juveniles are on a **Leave of Absence** as a result of an authorized relocation to other facilities or programs for an extended period before discharge for court, medical or other authorized purposes. The Unfilled Bed Rate will apply until the juvenile is returned to the facility, permanently transferred or discharged.

2. General Description

a. General Statement

The provider shall deliver competency restoration services, including competency training and competency evaluations; case management; mental health treatment; mental retardation training; and medical, educational, and other supportive services, in a secure residential setting, to both male and female juveniles adjudicated incompetent to proceed. The services will be provided in response to a departmental referral, based on an order from a Florida court of law under Section 985.19, F.S.

b. Authority

The department's authority to enter into this contract is based upon Section 394.457, F.S. and Section 985.19, F.S.

c. Scope of Service

Services under this contract will be provided in the State of Florida, beginning July 1, 2008 and will be provided through June 30, 2011. Services will begin following the issuance of written authorization by the department as a result of an on-site facility inspection following contract execution.

d. Major Program Goals

The principal statutory goal of the Juvenile Incompetent to Proceed program is to provide effective and timely competency restoration services in a safe and secure residential environment to male and female juveniles committed by court order as a result of the juvenile's mental illness, mental retardation, autism or any dual diagnosis. A principal therapeutic goal is to provide those services in conjunction with appropriate individualized treatment and training services to address the underlying cause of incompetency and to support the restoration outcome. These goals are mandated by law and are consistent with the department's support of the Department of Juvenile Justice's mission to protect the public and avoid the social and fiscal costs of juvenile crime.

3. Clients to be Served**a. General Description**

The clients to be served will be male and female juveniles adjudicated by the court as incompetent to proceed to trial based on a diagnosis of mental illness, mental retardation, autism or dual diagnosis. The juveniles will be subject to a court order committing them to receive competency restoration. The order will find the juvenile, prior to their 18th birthday, is charged with a delinquent act or violation of law either of which would be a felony if committed by an adult. The order will find that the juvenile is incompetent to proceed with trial by virtue of mental illness, mental retardation, autism or dual diagnosis. The order will find a substantial likelihood that in the near future the juvenile will inflict serious bodily harm on self or others and less restrictive alternatives are inappropriate.

b. Client Eligibility

- 1) The provider shall serve only juveniles lawfully committed to the department under Section 985.19, F.S., who meet the criteria for secure residential competency restoration as described in Section 985.19(3)(4), F.S.
- 2) The provider shall serve all juveniles referred to the provider by the department on the basis of a court order which specifically finds the juvenile to be:
 - a) adjudicated incompetent to proceed based upon a court-ordered evaluation related to mental illness, mental retardation, autism or a dual diagnosis;
 - b) charged with a delinquent act or violation of law, either of which would be a felony if committed by an adult;

c) posing a real and present threat of substantial harm to their own well-being or likely in the near future to inflict serious bodily harm on self or others; and

d) The court order will further find that all available less restrictive alternatives, including treatment or training in community residential facilities or community settings, are inappropriate.

3) The provider shall not refuse to serve any juvenile referred by the department, regardless of age, sex, medical condition, economic status, previous history, potential prognosis, or city/county of residence.

4) The provider shall not transfer or discharge any juvenile without the express authorization of the court which committed the juvenile.

c. Client Determination

All clients will be referred by the department's Statewide JITP Coordinator. The department is the final authority on all client determinations related to admissions, transfers and discharges. The department retains the right to override any provider decision or action with regard to a juvenile's admission, transfer, or discharge.

d. Contract Limits

1) Client services under this contract are limited by the availability of funds.

2) Client services under this contract are limited by the provider's secure residential bed capacity. The provider shall maintain a minimum of thirty-nine (39) beds for clients to be served under this contract. The provider shall maintain a minimum of seven (7) beds for female juveniles and a minimum of thirty-two (32) beds for male juveniles. The provider shall not exceed the minimum capacity without the express prior written authorization of the department.

3) Client services under this solicitation are limited by age of the juvenile at the time of the offense for which the juvenile is charged. The provider shall serve juveniles for a maximum of two (2) years and six (6) months following an offense committed when the juvenile was under the age of eighteen (18).

4) Client services under this contract are limited by security level required at the facility. Juveniles may not be collocated in any residential setting, treatment setting, medical setting, educational setting, recreational setting or any supportive services setting with any adult clients or with any other juveniles not court-ordered into the program.

B. Manner of Service Provision

1. Service Tasks

a. Task List

1) Administrative Services - Admissions

The provider shall provide administrative services including an admissions process that is responsive to the department's Statewide JITP Coordinator's

referrals and the standards of care established in Rule 65E-9, F.A.C. The admissions process shall:

- a) accept any and all referrals from the Statewide JITP Coordinator in response to court orders;
- b) notify the Statewide JITP Coordinator within twenty-four (24) hours of any client admission, discharge, or transfer and of any vacancy created as a result of a court approved discharge from the facility;
- c) coordinate transportation of admitted juveniles with appropriate escort for the purposes of admission, discharge, Leave of Absence (LOA) or medical necessity with the Department of Juvenile Justice Transportation hub system;
- d) coordinate parent or guardian consent, and obtain medical, dental, psychological and educational records for the purpose of providing continuity of care during residence;
- e) include a standard clinical interview and assessment, within seven (7) calendar days of admission, to measure the juvenile's competency status, treatment needs, educational needs, medical needs and any other significant service component for the development of a comprehensive Individual Treatment Plan;
- f) include an initial clinical determination, within twenty-four (24) hours of admission, of whether juvenile is in crisis, is expressing suicidal ideations or is malingering;
- g) provide a programmatic and facility orientation to juveniles and their families, including an assigned case manager; and
- h) notify the ordering court, the District or Circuit Liaison, the Department of Juvenile Justice and the attorneys referenced in the referral documentation of the juvenile's admission to the facility.

2) Administrative Services - Discharges and Transfers

The provider shall deliver administrative services through a discharge and transfer process that is responsive to the interests of department's Statewide JITP Coordinator's referrals, the Department of Juvenile Justice, the ordering Court and the juvenile's legal guardians. For each juvenile, the provider shall:

- a) prepare and submit a competency evaluation report and recommendation according to the standards set forth in Section B.1.a.4), below.
- b) develop an individual a Discharge Summary (Exhibit A) to provide the court and the juvenile's attorney a record of services and treatment provided along with recommendations for after care services for the juvenile upon discharge to coordinate with the department's district or circuit multi-disciplinary team in compliance with the requirements of 985.19, F.S.
- c) continue to provide services to the juvenile until such time as the Court

accepts or rejects or otherwise rules on the provider's competency evaluation report and recommendation. Continued services must include a plan for ongoing monthly training and re-evaluation of juveniles, if additional training is ordered by the court.

d) coordinate transportation and discharge related communications within five (5) days of any court order.

e) coordinate transportation, security and related inter-agency communication when a juvenile is given an authorized Leave of Absence (LOA) from the facility for a court appearance or a medical necessity.

3) Competency Restoration Training

a) The provider shall deliver individualized and group competency training to all juveniles admitted to the program.

b) The provider shall deliver competency restoration training which:

- i.** includes modules and approaches that differentiate the learning needs of juveniles found incompetent on the basis of different diagnosis of mental illness, mental retardation, autism and/or dual diagnosis;
- ii.** is based on an Individual Treatment Plan for each juvenile; and
- iii.** incorporates the most appropriate Competency Training Programmatic Concepts, Tools, Strategies and Approaches (Exhibit B).

c) Competency Restoration Training shall include documentation of individualized training in JITP Monthly Status Reports (Exhibit C) and JITP Trainer's Session Rating Sheets (Exhibit D).

d) The provider shall implement a staff training model for clinical staff involved in treatment planning that provides consistent standards for providing effective individualized Competency Restoration Training.

e) Competency Restoration Training will include an objective process by which the provider evaluates the juvenile's competency restoration status and makes a final recommendation to the referring court in accordance with Chapter 985, F.S.

f) The provider's competency evaluators shall be trained in evidence-based standards and techniques for competency evaluation in compliance with the standards of Chapter 985, F.S.

4) Competency Evaluation Report and Recommendation to Court

a) The provider shall file a competency evaluation report on each juvenile with the referring court pursuant to the applicable Florida Rules of Juvenile Procedure, available at the following website:

[http://www.floridabar.org/TFB/TFBResources.nsf/Attachments/E2AD7DEF01F6F90685256B29004BFA7E/\\$FILE/Juvenile%20Rules.pdf.pdf?OpenElement](http://www.floridabar.org/TFB/TFBResources.nsf/Attachments/E2AD7DEF01F6F90685256B29004BFA7E/$FILE/Juvenile%20Rules.pdf.pdf?OpenElement)

- b) The competency evaluation report shall contain the provider's clinical recommendation that the juvenile:
 - i. has been restored to competency,
 - ii. remains incompetent and will benefit from additional training, or
 - iii. remains incompetent and is not likely to benefit from additional training.
- c) The provider shall file a copy of each clinical evaluation report and recommendation with the state attorney, the juvenile's attorney, the Agency for Persons with Disabilities, and the department.
- d) The provider shall perform a competency evaluation on each juvenile:
 - i. whenever a juvenile's JITP Monthly Status Report (Exhibit C) reflects a ranking of three (3) or more in all six (6) listed factors each month for any three (3) consecutive months and includes the competency trainer's overall assessment that the juvenile should be referred for a competency evaluation;
 - ii. whenever a juvenile's JITP Monthly Status Report (Exhibit C) reflects a ranking of two (2) or lower in all six (6) listed Factors each month for any three (3) consecutive months and includes the competency trainer's overall assessment that the juvenile is not likely to benefit from additional training and should be referred for a competency evaluation;
 - iii. whenever an evaluation is specifically ordered by the committing court;
 - iv. whenever an evaluation is specifically requested by the Statewide JITP Coordinator, or
 - v. at a minimum, within six (6) months of the date of the court order committing the juvenile to receive competency restoration training.
- e) The provider shall submit a competency evaluation report and recommendation to the court, detailing the evidence of its conclusions, within five calendar (5) days of the competency evaluation.

5) Other Clinical Services

- a) In support of the goal of competency restoration, the provider shall incorporate into each juvenile's Individual Treatment Plan a five-step, cross disciplinary, multi-modal assessment and treatment process that includes:
 - i. Intake,
 - ii. Assessment,
 - iii. Medical Review,
 - iv. Needs Assessment and Treatment Plan Development, and

v. Treatment Services as determined by the Individual Treatment Plan. The determination of need for these clinical Treatment Services will be based on the standard clinical interview and assessment, performed at admission, and will be revised on the basis of the juvenile's on-going mental health and developmental needs.

b) Clinical services which may be required by a particular juvenile could include any combination of the following services:

i. Mental Retardation and Autism Training

The provider shall provide supportive, cross-disciplinary training addressing the underlying cause of incompetence, based on the individual needs of juveniles committed on the basis of mental retardation or autism.

ii. Mental Health Treatment

The provider shall provide counseling and treatment addressing the underlying cause of incompetence, based on the individual needs of juveniles committed on the basis of a mental health diagnosis.

iii. Coordinated Treatment for the Dual Diagnosed

The provider shall provide combined specialized services addressing the underlying causes of incompetence, based on the individual needs of juveniles committed on the basis of a dual diagnosis.

iv. Coordinated Treatment for Substance Abuse and Co-occurring Substance Abuse and Mental Health Disorders

The provider shall provide assessment and individualized treatment services addressing substance abuse or co-occurring mental health and substance abuse disorders underlying a juvenile's incompetence.

v. Psychiatric Services

The provider shall provide clinical evaluations, medication administration, review and oversight of the use of psychotropic medicines, based on the individual clinical needs of the juveniles.

vi. Behavior Management

The provider shall provide behavioral management services under the direction of a Certified Behavior Analyst, based on the individual developmental needs of the juveniles.

vii. Anger Management and Aggression Control

The provider shall screen for, identify and provide treatment or training to juveniles presenting anger management and aggressive behavioral needs.

viii. Trauma-Informed Care

The provider shall screen for, identify, and provide counseling and educational services to support juveniles presenting issues of underlying traumatic experiences as a contributing factor to incompetency.

ix. Sexual Abuse/Sexual Reactive Counseling and Education

The provider shall screen for, identify and provide counseling and educational services to juveniles presenting issues of sexual abuse and sexual acting-out behavior.

x. Suicide/Self Injury Management

The provider shall screen for, identify and provide appropriate levels of intervention and prevention to juveniles at risk of suicide or self-injurious behavior.

c) Based upon the individual needs of the juveniles, the five-step, cross disciplinary, multi-modal assessment and treatment process shall incorporate the most appropriate Assessment and Treatment Process Programmatic Concepts, Tools, Strategies and Approaches (Exhibit E).

6) Supportive Services

a) The provider shall provide additional supportive services for each juvenile admitted. The provider shall establish individualized plans addressing each of the following services:

i. Educational Services

The provider shall provide age-appropriate and developmentally-appropriate educational services to juveniles through a cooperative agreement with the Liberty County School District.

ii. Daily Living Training

The provider shall provide training and education to replace self-defeating interpersonal habits with effective, habitual pro-social skills.

iii. Recreation and Leisure Skills Training

The provider shall provide developmentally appropriate opportunities for training and activities in recreational activities and leisure skills designed to support the juvenile's personal development and pro-social skills.

iv. Vocational Training

The provider shall provide developmentally appropriate opportunities for vocational training designed to support the juvenile's personal development, potential for employability and capacity to pursue individual goals for independent living upon the juvenile's maturity.

b) Based upon the individual needs of the juveniles, the supportive services provided shall incorporate the most appropriate Supportive Services Programmatic Concepts, Tools, Strategies and Approaches.

7) Medical Services

The provider shall meet the medical health needs of the juveniles, in compliance with all applicable licensing standards, based on best practices in the specific medical field and providing a continuity of individualized care to the juveniles during their residence at the facility. The provider shall comply with all applicable federal, state, and local laws and all standards of Rule 65E-9, F.A.C. to provide:

a) Nursing Services

The Nursing department will consists of one (1) FTE Director of Nursing and seven and one-half (7.5) FTE Registered Nurses (RNs).

b) Physician Services For Routine Health Care

Medical services shall include on-site initial physicals and routine medical services provided on a weekly basis and on-call services available 24 hours per day, seven (7) days per week.

c) Emergency Medical Health Care

The provider shall arrange for the provision of immediate and emergency medical services to the juveniles, as needed, by the Blountstown Health Department, the Bristol health Department, Calhoun-Liberty Hospital and/or Tallahassee Memorial Regional Hospital.

d) Dental Services

The provider shall maintain a written agreement with Dr. Jeremy Lewis, D.M.D., to provide routine dental services for the juveniles. Juveniles will report any dental complaints to on duty medical staff through their cabin staff or by completing a sick call form. For routine complaints, the Registered Nurse will make an appointment with the dentist for services. For emergency services, the Registered Nurse will notify the dentist and arrange transport for the youth. Individual follow-up care is provided for clients who have had prior dental procedures, e.g. braces or dental surgery. Upon admission, if dental needs are identified, youth are sent to the dentist for examination and treatment if necessary.

e) Pharmacist Services

The provider shall maintain an on-site pharmacy, licensed under all applicable laws and regulations of the State of Florida.

f) Medication Administration

The provider shall implement a comprehensive system for medication management, including: comprehensive medication management, medication ordering, receipt and storage, inventories, administration, documentation, and disposal. This system shall be under the direct supervision of the Medical Director, Director of Nursing, and Pharmacist and shall be in compliance with Florida Administrative Code 65E-9, S985.01 (1) (b) Florida Statutes, S985.02 (1) (e) Florida Statutes. All medications will be dispensed by a Registered Nurse. The provider's Team Leaders will be trained in observation and reporting of side effects caused by medications.

8) Case Management Services

The provider shall optimize treatment, training, court communication, transportation, family or guardian involvement, and supportive services in the most efficient and effective manner. The provider shall provide individual case management services, to include, at a minimum:

- a) assessment to identify the service needs of each juvenile upon admission and development of Individual Treatment Plans and individual

Service Plans.

- b) coordination with the Department of Juvenile Justice HUB system of secure transportation with appropriate escort for the purposes of admission, discharge, Leave of Absence, or medical necessity.
- c) coordination of services, consents, and communication with the custodial parent or guardian, the district or circuit liaison, the department, the courts and other entities as needed. The provider shall offer services and information to the juvenile and family members in their primary language, including at a minimum Spanish, French, Creole, Italian, Hindi, Portuguese and American Sign Language.
- d) development of an individualized Discharge Summary Report to be provided upon discharge to document services, treatment and recommendations for services following discharge.

9) Secure Residential Services

The provider shall ensure the safety and security of the clients and the community, while ensuring that the rights and personal dignity of the juveniles are protected in accordance with Chapter 394, F.S. and Rules 65E-5.150 and 65E-9, F.A.C.

a) Facility perimeter security

The facility perimeter will ensure security at all times, including staff and visitor access control, key control, and any necessary equipment and procedures to prevent and intervene in escape attempts.

b) Facility internal security

The facility internal security features will address staff and resident access to and movement through internal areas of the facility, such as education rooms, sleeping quarters, cafeterias, recreational areas, medical facilities, seclusion rooms and other areas inside the facility.

c) Facility Surveillance

The facility will provide round-the-clock electronic audio and video monitoring of staff and resident activities with archival capacity for electronic surveillance data to allow for review and evaluation of allegations of injury, abuse and/or neglect.

d) Personal Safety

The provider shall establish, train and monitor compliance with procedures for preventing, responding to and intervening in instances of imminent harm to the juveniles and staff. These procedures will include reliance on the use of alternative and the least intrusive interventions as required by Rule 65E-9, F.A.C. Particular areas of concern include but are not limited to:

- i. staff-on-youth abuse
- ii. youth-on-youth assault
- iii. youth-on-staff assault
- iv. youth self-injury up to and including attempted suicide

e) The provider shall adhere to the Secure Residential Concepts, Tools, Strategies and Approaches (Exhibit G).

10) Abuse and Incident Reporting

a) The provider shall comply with the requirements of Chapter 39 Part II, F.S. and Section 394.459, F.S. for mandatory reporting of instances of child abuse, with the requirements of the department's Operating Procedure CFOP 155-25 on Critical Event Reporting In State Mental Health Treatment Facilities (Exhibit V), and with the requirements of Rule 65E-9.012(3) Rights of Children - Child Abuse and Neglect.

b) The provider shall additionally adhere to the Abuse and Incident Reporting Programmatic Concepts, Tools, Strategies and Approaches (Exhibit H).

11) Nutrition and Dietary Maintenance

a) The provider shall provide balanced, nutritional meals and evening snacks to all juveniles under the supervision of a licensed dietician in compliance with Rule 65E-9.006(6), F.A.C. to include options for individual dietary needs including, but not limited to, allergies, medically required supplements and personal dietary restrictions based on a juvenile's personal religious observations or matters of conscience, such as vegetarianism.

b) The provider shall comply with the standards set forth by the National School Breakfast/Lunch Program.

12) Clothing, Bedding and Hygiene

a) The provider shall provide safe, clean and appropriate clothing, bedding and personal hygiene supplies to the juveniles, in compliance with Rule 65E-9.006, F.A.C.

b) The provider shall ensure each juvenile has individual personal hygiene and grooming items readily available and has training in personal care, hygiene and grooming appropriate to the child's age, gender, race, culture and development. The provider shall involve the child in the selection, care and maintenance of personal clothing as appropriate to the child's age and ability.

c) The provider shall ensure clothing is maintained in good repair, sized to fit the juvenile, and suited to the climate and season.

d) The provider shall offer each juvenile given the three clothing options to maintain in their bedrooms and choose based upon their personal preferences.

e) The provider shall issue standard hygiene and grooming items at admission with re-fills when requested. All items necessary for the hygiene, comfort, and wellness of the youth will be provided by the program.

f) The provider shall ensure all bedding is fully compliant with licensure

standards and shall be laundered twice per week. Clients that suffer from enuresis have their bedding laundered daily. Bedding items will be inspected and re-issued regularly.

13) Facility Maintenance

- a) The provider shall ensure the facility is routinely monitored, cleaned, repaired and maintained in a condition ensuring the safety, health, and security of the juveniles and staff, in compliance with all local, state and federal building codes and meeting the facility standards established in Rule 65E-9, F.A.C.
- b) The provider shall conduct weekly safety inspections of internal and external areas. These inspections including corrective actions taken will be documented on the Weekly Fire/Safety Inspection Log. AFYC maintains a pest control and garbage disposal contract with licensed providers.
- c) The provider shall maintain a maintenance log and schedule for heating, ventilating, and air conditioning equipment and refrigerators, freezers and large kitchen equipment.
- d) The provider shall contract with local providers for maintenance needs out of the scope of the provider's staff abilities.
- e) The provider shall ensure all cleaning materials remain in close proximity to and in sight of staff at all times during use. The provider shall not permit juveniles to handle any cleaning materials. When not in use, cleaning materials must remain in a locked area.
- f) The provider shall inspect all buildings for cleanliness daily before 11:00 am. The provider shall document these inspections, including corrective actions to be taken, on a Daily Security/Cleanliness Inspection Log.

b. Task Limits

- 1) Indirect administrative costs, including those of subcontractors, shall not exceed ten percent (10%) of the total costs identified in the provider's operating budget.
- 2) The provider shall not discharge or refuse to serve any juvenile assigned to the facility without the express written prior approval of the department.
- 3) The provider shall not perform any tasks related to the project other than those described in the Task List without the express written consent of the department.

2. Staffing Requirements

a. Staffing Levels

1) Staffing Plan Goals

The provider shall have on staff or under contract at all times a sufficient number of administrative and clinical personnel to provide effective

competency restoration and related services in a therapeutic milieu, including assessment, clinical services, educational services, recreational therapies, and aftercare coordination of services.

2) Staff Vacancy Planning

The provider shall ensure staff ratios and required services are adhered to in the event of staff absences as a result of approved leaves, illness, turnover, administrative action, disciplinary action, temporary reassignment or other foreseeable disruptions to the sample schedule. In the event a position listed on the Staffing Plan becomes vacant, the provider shall have 30 calendar days to fill the vacant position. The provider shall employ sufficient relief staff to ensure that the operations of the facility are covered.

3) Staffing Plan Required Positions and Ratios

a) The provider shall maintain the staffing plan AFYC Organizational Chart (Exhibit I) and AFYC Monthly Staff Schedule (Exhibit J) including, at a minimum, the following positions and ratios:

- i. A program administrator to function as chief executive or administrative officer of the facility.
- ii. A psychiatrist to serve as medical director for the program. The medical director shall oversee the development and revision of the treatment plan and the provision of mental health services provided to children. The psychiatrist shall be "on call" 24 hours a day, seven days a week. A similarly qualified psychiatrist who consults with the board certified psychiatrist may provide back-up coverage. A psychologist as defined in paragraph 65E-9.007(3)(d), F.A.C., may be used in lieu of the medical director to oversee the development and revision of the treatment plan and the provision of mental health services provided to children.
- iii. A Clinical Director to provide full-time coordination of all clinical staff and clinical services provided to the juveniles.
- iv. Sufficient numbers of competency evaluators to conduct individual assessments and make recommendations on individual juvenile's competency restoration status as required by Chapter 985, F.S.
- v. A pediatrician, family care physician, medical group or prepaid health plan to provide primary medical coverage to children in the facility.
- vi. A certified behavior analyst with documented training and experience in behavior management program design and implementation to provide ongoing staff training and quality assurance in the use of the behavior management techniques.
- vii. A full-time registered nurse to function as a nursing supervisor.
- viii. Sufficient numbers of registered and licensed practical nurses on duty 24-hours-a-day, 7-days-a-week. During the times that the children are present in the facility and normally awake, the nursing staff to child

ratio shall be no less than 1:30, and during normal sleeping hours, the nursing staff to child ratio shall be no less than 1:40. At least one registered nurse must be on duty at all times.

ix. A licensed psychologist or psychological organization to provide mental health treatment services as needed.

x. Sufficient clinical therapy staff to provide therapy and related clinical services to residents and their families, to maintain the highest practicable mental and psychosocial well-being of each juvenile, as determined by assessment and the Individual Treatment Plan, to include at a minimum:

1. a licensed psychologist
2. a social worker
3. a recreational therapist

xi. Consultation services of dieticians, speech, hearing and language specialists, recreation therapists, and other specialists as needed.

xii. Sufficient numbers of Team Leaders to comply with the direct care staff ratios in Rule 65E-9, F.A.C. on duty and available at all times to provide necessary adequate safety and care. At a minimum, two (2) direct care staff shall be awake and on duty at all times. In addition, the following direct care staff-to-child ratios shall be provided and maintained.

1. During hours when children are present in the facility and normally awake, the direct care staff to child ratio shall be no less than 1:4.
2. During hours when the children are normally asleep, the direct care staff to child ratio shall be no less than 1:6.
3. While residents are away from the facility, the staffing ratio for those residents shall be no less than 1:4.
4. The need for more intensive staffing will be determined by the child's physician.
5. Direct care staff shall not divide time on their shift between programs located in other areas of the facility or other buildings.
6. While transporting residents, the driver shall not be counted as the direct care staff providing care, assistance, or supervision of the child.

xiii. Sufficient numbers of shift supervisors to oversee and document the activities of all Team Leaders.

xiv. Sufficient numbers of certified teachers, on staff or under contract or under a memorandum of understanding or other cooperative agreement with the local school board to provide educational services to juveniles of all ages and capacities anticipated to receive services.

- xv.** Sufficient numbers of case managers to coordinate individual service plans and provide links to the juvenile's family, attorneys, the Department of Juvenile Justice, the Agency for Persons with Disabilities, the courts and the department on behalf of each juvenile.
- xvi.** A designated qualified Quality Assurance Program Manager.
- xvii.** A designated Data Coordinator responsible for the accurate and timely tracking and authorized communication of all individual and provider data reflecting services provided under the JITP program.
- xviii.** Sufficient numbers of staff for technical, administrative, and clerical support.
- xix.** Sufficient numbers of staff for facility maintenance, housekeeping and laundry to provide a safe, sanitary and healthy environment for residential juvenile services.
- xx.** Sufficient numbers of staff for cafeteria and dietary services.

b. Professional Qualifications

- 1)** The administrator will have a master's degree in administration or be of a professional discipline such as social work, psychology, counseling, or special education and have at least two (2) years administrative experience. The administrator may be a corporate administrator, who is not located onsite. If the administrator is not routinely located on site, an individual qualified by training and experience who is routinely located on site, must be appointed in writing to act as the administrator's designee. A person with a baccalaureate degree may also qualify for administrator with seven (7) years experience of child and adolescent mental health care and three (3) years administrative experience.
- 2)** The medical director will be board certified or board eligible in Child and Adolescent Psychiatry with the American Board of Psychiatry. The medical director will have experience in the diagnosis and treatment of child and adolescent mental health, mental retardation and autism.
- 3)** The clinical director will have minimum of a master's degree and at least two (2) years of "specialty" experience in a clinical capacity with severely emotionally disturbed children. If the clinical director is not full-time, there will be a full-time service coordinator who is a master's level practitioner.
- 4)** Each competency evaluator will have a minimum of a doctoral degree in psychology, shall be a Licensed Psychologist in the State of Florida and shall have received specialty training in Forensic Evaluations and Juvenile Justice.
- 5)** The behavior analyst shall be either a certified master's level practitioner, or a professional, licensed under Chapter 490 or 491, F.S. with documented training and experience in behavior management program design and implementation.
- 6)** The nursing supervisor must be a Registered Nurse or an Advanced Registered Nurse Practitioner.

- 7) Shift nurses may be either Registered Nurses or Licensed Practical Nurses, however, at least one (1) Registered Nurse must be on duty at all times.
- 8) Individual, group, and family therapy will be provided by a licensed practitioner, pursuant to Florida Statutes, that includes a psychiatric advanced registered nurse practitioner, psychologist, psychiatrist, clinical social worker, mental health counselor, or a master's level individual working under the direct supervision of a licensed practitioner, as listed above.
- 9) Case managers and any other staff responsible for treatment and discharge planning will have a minimum of a bachelor's degree in psychology, counseling, social work, special education, health education or related human services field with at least two (2) years of experience working with children with emotional disturbance and/or developmental disabilities. These staff will be supervised by a master's level clinician.
- 10) Direct care staff, designated Team Leaders, employed to work directly with children will be at least 18 years of age and have a high school diploma or general education development (GED) certificate.
- 11) Shift supervisors shall have a minimum of a Bachelor's degree or three (3) years experience in administration and management of residential juvenile services.
- 12) Educational staff shall be certified under Florida law and approved by the local county school board for the location of the provider's facility.
- 13) All provider staff will receive appropriate orientation and training programs to ensure programmatic compliance. The provider must provide ongoing opportunities for staff training to increase knowledge and skills and improve quality of services.
- 14) All training shall incorporate principles of cultural competence and shall reinforce non-confrontational interaction, emphasizing de-escalation techniques, alternatives to the use of force and the use of the least restrictive measures necessary to ensure the safety, security, and well-being of the juveniles.
- 15) The provider shall have, and implement on an annual basis, Training Plan Concepts, Tools, Strategies and Approaches (Exhibit K) for the orientation, ongoing training, and professional development of staff. The training plan will, at a minimum, comply with all requirements of Rule 65E-9.007(5), F.A.C. for Administrative, Safety, Child Development, Treatment Services and Behavioral Interventions trainings.

c. Staffing Changes

- 1) The provider shall staff the project with the individuals listed in AFYC Key Personnel.
- 2) The provider shall notify and obtain written approval from the department of the proposed substitution, prior to substituting any of the individuals listed

in AFYC Key Personnel (Exhibit L). 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 services provided.

3) The department, at its discretion, 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 will be made only after consultation with department staff.

4) The provider shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the department with an employee of equal or superior qualifications. The department's contract manager will exercise exclusive judgment in this matter.

d. Subcontractors

1) The provider may enter into written subcontract(s) for performance of certain functions only with the prior written approval of the department.

2) No subcontract which the provider shall enter into under this contract shall in any way relieve the provider of any responsibility for performance of its duties. All payments to subcontractors will be made by the provider.

3) In addition to the requirements found elsewhere in this contract, the provider shall monitor each subcontractor in order to assure that the provisions of this contract related to client care have been fully met.

3. Service Location & Equipment

a. Service Delivery Location

1) Services shall be provided exclusively at the Apalachicola Forest Youth Camp (AFYC), a secure residential facility, located at 29841 S.W. Liberty Wilderness Camp Road, Bristol, FL 32321. The AFYC mailing address is P.O. Box 240, Hosford, FL 32334.

2) The Apalachicola Forest Youth Camp shall be licensed as a residential treatment center under Rule 65E-9, Florida Administrative Code and must comply in all respects with the detailed operating standards established in Rule 65E-9.005.

3) The facility shall provide secure residential, treatment, classroom, cafeteria and recreational space completely separate from any other portion of the premises available to non JITP program clients.

4) The facility shall provide distinct gender-segregated living quarters. At a minimum, the facility shall include one (1) cabin providing seven (7) beds assigned to female juveniles and four (4) cabins providing eight (8) beds per cabin assigned to male juveniles.

5) The facility shall provide, at a minimum, gender-segregated use of classrooms, cafeterias, recreational areas and any other common space available to residents of the facility.

6) The facility shall provide 24 hour a day electronic audio and video surveillance capacity. The surveillance capacity must provide coverage of all facility spaces, interior and exterior, accessed by residents, except individual bedrooms, bathrooms and showers.

7) The facility shall provide "time out" and "seclusion" rooms in compliance with Rule 65E-9, Florida Administrative Code. Such rooms must protect the child's dignity by ensuring the child is shielded from view by other residents while the child is in the room.

b. Service Times

Services will be provided twenty (24) hours per day, seven (7) days per week. The provider shall ensure shift assignments comply with the requirements of Rule 65E-9, Florida Administrative Code.

c. Changes in Location

1) The provider shall not change the location of the facility in which client services are provided without the prior written approval of the department in writing a minimum of six (6) months prior to relocation.

2) The provider shall not change the location of its administrative headquarters making changes in location which will affect the department's ability to contact the provider by telephone or facsimile transmission.

d. Equipment

1) The provider shall be responsible for supplying, at its own expense, all equipment necessary to perform under, conduct and complete the contract, including but not limited to: audio and visual electronic surveillance equipment, medical and nursing equipment, computers, telephones, copier and fax machine including supplies and maintenance, as well as needed office supplies.

2) The provider shall be solely responsible for the repair and maintenance of all department-owned electronic surveillance equipment in use at the facility. The Department of Children and Families Surveillance Equipment Property List (Exhibit M) itemizes department-owned equipment in use at the provider's facility as of the execution date of this contract.

4. Deliverables

a. Service Units

1) The primary service unit, defined as a "Filled Bed Rate" shall be \$354.50 per day per juvenile and shall represent 24 hours of secure residential services provided to each admitted juvenile in residence at the facility.

2) The secondary service unit, defined as an "Unfilled Bed Rate" shall be \$343.50 per day per juvenile and shall represent 24 hours of available secure residential service capacity at the facility reserved for a specific juvenile at the direction of the department.

a) The Unfilled Bed Rate shall apply only when an admitted juvenile is on an authorized Leave of Absence. Leave of Absence status is permitted as a result of an authorized relocation of a juvenile for an extended period before discharge for court, medical or other authorized purposes.

b) The Unfilled Bed Rate shall apply until the juvenile is returned to the facility, permanently transferred, or discharged. Any bed assigned to a juvenile on Leave of Absence must remain reserved until receipt of either the court's order of discharge or other order confirming that the juvenile will not be returned to the facility.

b. Records and Documentation

1) The provider shall maintain a case file on each juvenile to include the Secure JITP Case File Required Elements (Exhibit N.) Case files will be available to the department for inspection at any reasonable time. Case files may be maintained both manually and electronically.

2) To the extent that information utilized in the performance of this contract or generated as a result of it meets the definition of "public records" as defined in section 119.011, F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record.

a) Absent a provision of law or administrative rule or regulation requiring otherwise, any public record under this contract, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119.01(2)(f), F.S., or otherwise.

b) It is expressly understood that the provider's refusal to comply with Chapter 119, F.S., will constitute an immediate breach of this contract which entitles the department to unilaterally cancel the contract agreement.

c) The provider shall promptly notify the Contract Manager of any requests made for public records and of any records provided in response to such requests.

3) Unless a greater retention period is required by state or federal law, the provider shall retain all documents pertaining to services under this contract for a period of six (6) years after the termination of the contract or longer as may be required by any renewal or extension of the contract.

a) During the records retention period, the provider shall furnish, when requested to do so, all documents required to be retained.

b) The provider shall maintain such records in whatever reasonable format is required by the department at the time, at the provider's expense.

c) Data files will be provided in a format readable by the department.

4) The provider shall maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The provider shall

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 or its subcontractors of confidential records whether public records or not and shall indemnify and defend the department against the same at its expense.

c. Reports

1) The provider shall deliver the programmatic, financial, and data reports in the Table of Required Reports, page 38, to the specified recipients and at the specified times for each report and whenever requested by the department.

2) The provider shall submit other reports as specified by the department and/or the department's Statewide JITP Coordinator and Contract Manager.

3) Mere receipt of any required reports by the department shall not be construed to mean or imply acceptance of those reports. It is specifically intended that acceptance of required reports shall be in writing and constitute a separate act. The department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the conditions set forth in the resulting contract.

4) The department, at its option, may allow additional time for the provider to remedy any objections to a specific report noted by the department, or the department may, after giving the provider a reasonable opportunity to make a report adequate or acceptable to the department, declare the resulting contract to be in default.

Table Of Required Reports					
Report Title	Reporting Frequency	Report Due Date	Number of Copies	Exhibit #	Report Recipients
Secure JITP Admissions Report	Once per juvenile admission	Twenty-four (24) hours after admission	One (1) each recipient	Exhibit Q	DCF Contract Manager DCF JITP Coordinator DCF Circuit Liaison DCF Circuit Legal Counsel Committing Court DJJ District Legal Counsel Public Defender State Attorney Parent or Guardian APD Support Coordinator
Individual Treatment Plan	Once per juvenile admission	Thirty (30) days after admission	One (1) each recipient	Exhibit R	DCF Contract Manager DCF JITP Coordinator DCF Circuit Liaison DCF Circuit Legal Counsel Committing Court DJJ District Legal Counsel Public Defender State Attorney Parent or Guardian APD Support Coordinator
Secure JITP Competency Recommendation	Once per juvenile evaluation	Ten (10) days after Evaluation	One (1) each recipient	Exhibit S	DCF Contract Manager DCF JITP Coordinator DCF Circuit Liaison DCF Circuit Legal

Report					Counsel Committing Court DJJ District Legal Counsel Public Defender State Attorney Parent or Guardian APD Support Coordinator
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Report Title	Reporting Frequency	Report Due Date	Number of Copies	Exhibit #	Report Recipients
Discharge Summary ^X	Once per juvenile discharge	Twenty-four (24) hours after discharge	One (1) each recipient	Exhibit A	DCF Contract Manager DCF JITP Coordinator DCF Circuit Liaison DCF Circuit Legal Counsel Committing Court DJJ District Legal Counsel Public Defender State Attorney Parent or Guardian APD Support Coordinator
Secure JITP Daily Census Report ^Y	Daily	12:00 noon	One (1) each recipient	Exhibit T	Contract Manager JITP Coordinator
Secure JITP Weekly Census Report [✓]	Weekly	Thursday, 12:00 noon	One (1) each recipient	Exhibit U	Contract Manager JITP Coordinator
Secure JITP Monthly Census Report [✓]	Monthly	Two (2) working days after the first of each month	One (1) each recipient	Exhibit P	Contract Manager JITP Coordinator
Monthly Time-Out, Seclusion and Restraint Data Report [✓]	Monthly	Two (2) working days after the first of each month	One (1) each recipient	Exhibit V	Contract Manager JITP Coordinator
CFOP 215-6 Incident Reports [✓]	Once per Reportable Incident	Twenty-four (24) hours after incident	One (1) each recipient	Exhibit W	Contract Manager
Secure JITP Provider Annual Report [✓]	Annually	July 30	Three (3) each recipient	Exhibit X	Contract Manager

5. Performance Specifications

a. Performance Measures

The provider shall attain the following performance measures under this contract:

- 1) Seventy-five percent (75%) of juveniles with mental illness shall be

restored to competency and recommended to proceed with a judicial hearing.

2) Fifty percent (50%) of juveniles with mental retardation, autism or a dual diagnosis shall be restored to competency and recommended to proceed with a judicial hearing.

3) The average length of treatment for all juvenile shall be 225 days or less.

4) One hundred percent (100%) of competency evaluation reports and recommendations shall be submitted to the court within (ten) 10 business days of the competency evaluation.

5) One hundred percent (100%) of Individual Treatment Plans will be submitted to the referring court within 30 days of admission.

6) Ninety percent (90%) of juvenile case files will include current and complete Individual Treatment Plans upon inspection. One hundred percent (100%) of non-compliant files will be corrected within thirty (30) days of notification of non-compliance.

7) One hundred percent (100%) of provider's personnel files will contain current County Sherriff, Florida Department of Law Enforcement and FBI background checks indicating the employee's history does not pose a risk to health and safety of the juveniles.

8) One hundred percent (100%) of the provider's employees will receive passing or better scores in all required training within 30 days of hire.

b. Description of Performance Measurement Terms

For the purposes of the performance measures in this contract:

1) **Juvenile with mental illness and Juvenile with mental retardation, autism or a dual diagnosis** are based upon the diagnosis specified in the referring court's referral evaluation.

2) **Restored to Competency** is a recommendation based on a competency evaluation performed by the provider in accordance with Section 985.19 F.A.C. and Rule 8.095(d)(4) Florida Rules of Juvenile Procedure.

3) **Length of Treatment** is the number of days from the date of each admission into the facility through the date of provider's most recent recommendation to the court that a juvenile is competent or nonrestorable, inclusive. In the event a juvenile's case has not yet had a recommendation to the court, length of treatment shall be the number of days from the date of each admission into the facility through the performance measurement report date.

4) **CFP 155-2 Mental Health and Substance Abuse Measurement and Data** provides the definitions of the data elements used for various performance measures which are quantitative indicators, outcomes and outputs used by the department to objectively measure a provider's performance, and contains policies and procedures for submitting the required data into the department's data system.

5) All other programmatic definitions pertinent to the performance measures can be found in Section A.1.b., above.

c. Performance Evaluation Methodology

1) The calculation of the performance standards shall be determined quarterly and by State Fiscal Year to date.

2) The determination for the minimum performance standard detailed in Section B.5.a.1) is:

# juveniles committed with a diagnosis of mental illness recommended as restored	≥	75%
# juveniles committed with diagnosis of mental illness recommended as either restored or nonrestorable		

3) The determination for the minimum performance standard detailed in Section B.5.a.2) is:

# juveniles committed with a diagnosis of mental retardation, autism or a dual diagnosis recommended as restored	≥	50%
# juveniles committed with a diagnosis of mental retardation, autism or a dual diagnosis recommended as either restored or nonrestorable		

4) The determination for the minimum performance standard detailed in Section B.5.a.3) is:

# days length of treatment for all juveniles	≤	225
# juveniles committed for services		

5) The determination for the minimum performance standard detailed in Section B.5.a.4) is:

# evaluation reports and recommendations submitted within 10 business days of provider's evaluation	=	100%
# evaluation reports and recommendations		

6) The determination for the minimum performance standard detailed in Section B.5.a.5) is:

# Individual Treatment Plans submitted within 30 days of admission	=	100%
# juveniles admitted		

7) The determination for the minimum performance standard detailed in Section B.5.a.6) is:

# case files containing current and complete Individual Treatment Plans	≥	90%
# juveniles admitted		

8) The determination for the minimum performance standard detailed in Section B.5.a.7) is:

# active personnel files with current satisfactory County Sherriff, Florida Department of Law Enforcement and FBI background checks	=	100%
# active personnel		

9) The determination for the minimum performance standard detailed in Section B.5.a.8) is:

# active personnel with passing or better scores on all required training within 30 days of hire	=	100%
# active personnel		

d. The provider shall collect information and submit performance data and individual client outcomes, to the department's data system in compliance with CFP 155-2 requirements. The specific methodologies for each performance measure may be found at the following website:
<http://dcfdashboard.dcf.state.fl.us>.

e. 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 six 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.

f. The provider shall fully cooperate with the department in the conduct of both performance audits and financial audits.

6. Provider Responsibilities

a. Provider Unique Activities

1) Pursuant to s. 402.73, F.S., the provider shall maintain data according to the requirements of CFP 155-2 on the performance standards specified in CFP155-2 for the types of services provided under this contract and shall submit such data to the department upon request.

a) The provider obligation to comply with the requirements of CFP155-2 is subject to the department completing development of a JITP program-specific application for data reporting into the department's SAMH database.

b) Pending completion of the JITP program-specific application, the provider shall cooperate with department personnel in any development, testing and training activities required.

c) Pending completion of the JITP program-specific application, the provider shall maintain data on-site in the AFYC Access database approved by the JITP Coordinator.

d) The provider shall make the above Access database available to the department upon request.

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

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

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

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

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

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

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

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

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

- i) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.
- j) A violation or breach of any of these assurances shall constitute a material breach of this contract.
- 3) Upon request from the department's contract manager, the provider will furnish supporting documentation and make available source documentation of units billed to the department.
- 4) The provider shall accept and at all time protect the rights of the juveniles as defined in Chapters 393 and 394, F.S.
- 5) The provider shall comply with Chapter 39, F.S. regarding reporting and investigation of all suspected or alleged incident of child abuse or neglect prior to or during residence at the provider's facility.
- 6) The provider shall maintain a licensed as a residential treatment center under Rule 65E-9, F.A.C.
- 7) The provider shall report any unusual, adverse or significant event involving resident or staff injury, escape, suicide attempt, abuse allegation of any danger to staff or clients to the department.
- 8) The provider shall establish emergency preparedness plans and continuity of operations plans, in compliance with Rule 65E-9.005(10), detailing the procedures to ensure the safety and security of staff and clients in the event of and safe efficient recovery from a foreseeable natural or man-made disaster.
- 9) The provider shall establish grievance procedures for resident juveniles to report any actions of staff or residents that the juvenile believes are a violation of his or her rights.
- 10) The provider shall conduct client satisfaction surveys pursuant to CFP 155-2.
- 11) The provider shall comply with all applicable civil rights and non-discrimination laws on behalf of itself, its employees and its subcontractors.
- 12) Reporting of Missing Children**
The provider agrees to follow the procedures in CFOP 175-85, entitled "Prevention, Reporting and Services to Missing Children". The provider shall perform the departmental functions described in CFOP 175-85 which

correspond to the functional role of this contract.

b. Coordination with Other Providers/Entities

1) The provider shall ensure communication between all staff members or subcontractor(s) responsible for any aspect of competency training, behavioral health care, physical health care, educational services, security, and supervision for each enrolled juvenile communicate and participate in the development and implementation of each youth's treatment plan.

2) The provider shall maintain a contract with the Liberty County School Board to provide educational services to the juveniles according to standards established by the Florida Department of Education and the Liberty County School Board.

3) The provider shall coordinate vaccinations, routine medical services, and emergency health care with the Liberty County Health Department and the Calhoun County Health Department.

4) The provider shall coordinate routine and emergency dental services, as needed, for the juveniles with Jeremy Lewis, D.M.D. Bristol, Florida.

5) The provider shall coordinate emergency support services, as needed, including ambulance service, with the Liberty County Emergency Management Services, the Liberty County Sheriff's Department, the Bristol Volunteer Fire Department, The Apalachicola National Forest, and Liberty County Emergency Operations Center.

6) The provider shall coordinate case management with the Juvenile Probation Officer assigned by the Department of Juvenile Justice and the District or Circuit Liaison assigned by the department.

7) The provider shall coordinate transportation with the Department of Juvenile Justice for admissions, discharges, and court proceedings.

8) The provider shall coordinate with other providers and state entities as needed, including juvenile courts, district or circuit liaisons, the Department of Juvenile Justice, the Agency for Health Care Administration, the Agency for Persons with Disabilities, State Attorneys, the juveniles' attorneys and the legal parents or guardians.

9) Failure of other providers or entities does not alleviate the provider from any accountability for services that the provider is obligated to perform pursuant to this contract.

7. Department Responsibilities

a. Department Obligations

1) The department will employ a Statewide JITP Coordinator who will be the department's primary point of contact for the provider for the purposes of admissions, discharges and monitoring service provision to the juveniles.

- 2) The department will designate a program liaison responsible for client service coordination within each departmental circuit liaison, with the following responsibilities:
 - a) Provide copies of any motions, orders or other legal papers filed with or by the court.
 - b) Provide a completed Juvenile Incompetent to Proceed referral packet upon issuance of a court finding of incompetency.
 - c) Assist the provider to locate and admit the juvenile, notify the parent or guardian of the referral to the provider, obtain medical and other consents from the parent or guardian, and assist the provider in coordinating transportation with the Department of Juvenile Justice.
 - d) Assist the provider in tracking and attending any court hearings and coordinate discharge planning sessions for the child.
 - e) Develop a discharge plan and send the proposed discharge plan to the court, the state attorney, the child's attorney, attorneys representing the Department of Juvenile Justice Assistant General Counsel, the provider and the statewide clinical coordinator, prior to the competency hearing.
- 3) The department will provide information on training for conducting competency evaluations and competency training.
- 4) The department will conduct quarterly meetings, either in person or via conference call with the provider to review service data, program outcomes, provider performance, program referral trends and related developmental topics.
- 5) The department will provide sufficient notice and training to designated provider staff to comply with the contract requirements in Section B.6.a.1) regarding data reporting into the department's SAMH database.

b. Department Determinations

The department has exclusive authority to:

- 1) Determine admissions to and discharges from the secure residential facility;
- 2) Determine the order of priority of admissions from any wait list;
- 3) Resolve any disputes with the courts regarding placement and levels of security required for a juvenile;
- 4) Reduce or withhold payments for failure of provider or its subcontractors to comply with the terms of the contract resulting from this solicitation.

c. Monitoring Requirements

Programmatic and administrative monitoring will be performed during the contract period in accordance with CFOP 75-8, The Department of Children and Families Contract Monitoring Operating Procedures, a copy of which may be obtained from the Contract Manager upon request.

C. Method of Payment

1. Total Dollar Amount of Contract

This is a three (3) year fixed price unit cost contract. The department will pay the provider for the delivery of service units in accordance with the terms of this contract for a total dollar amount not to exceed the annual and total contract amounts in the table Secure Residential JITP Contract Funding, below, subject to the availability of funds.

Secure Residential JITP Contract Funding	
Fiscal Year	Amount
2009: July 1, 2008 - June 30, 2009	\$5,041,610.50
2010: July 1, 2009 - June 30, 2010	\$5,041,610.50
2011: July 1, 2010 - June 30, 2011	\$5,041,610.50
Total Contract Amount	\$15,124,831.50

For each fiscal year included in this contract, the department agrees to pay for the service units at the unit prices and limits in the table below.

Secure Residential JITP Contract Funding		
Service Units	Unit Price	Maximum # of Units
Filled Bed Rate	\$354.50	13,808
Unfilled Bed Rate	\$343.50	427

2. Invoicing Requirements

a. The provider shall request payment on a monthly basis through submission of a properly completed Invoice (Exhibit O) accompanied by a Secure JITP Monthly Census Report (Exhibit P) within fifteen (15) days following the end of the month for which payment is being requested.

b. Payments may be authorized only for service units on the invoice which are in accord with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by the contract.

3. Supporting Documentation Requirements

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) that the services were provided so that an audit trail documenting service provision can be maintained.

D. Special Provisions

1. Additional Specific Requirements

a. Nonexpendable Property

1) Property

The word "property" as used in this section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is 1 year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more. Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.

2) 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.

3) 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.

- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

b. MyFloridaMarketPlace Registration

- 1) To comply with Rule 60A-1.030, Florida Administrative Code (F.A.C.), each

provider 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).

2) MyFloridaMarketPlace Transaction Fee

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

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

c) The provider shall receive a credit of any Transaction Fee paid by the provider for the purchase of any item(s) if such item(s) are returned to the provider through no fault, act, or omission of the provider.

d) Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the provider's failure to perform or comply with specifications or requirements of the agreement.

e) Failure to comply with these requirements shall constitute grounds for declaring the provider in default and recovering procurement costs from the provider in addition to all outstanding fees.

f) Providers delinquent in paying transaction fees may be excluded from conducting future business with the state.

c. 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.

d. 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.

E. Exhibits

1. Exhibit A - Discharge Summary
2. Exhibit B - Competency Training Programmatic Concepts, Tools, Strategies and Approaches
3. Exhibit C - JITP Monthly Status Report
4. Exhibit D - JITP Trainers Rating Sheet
5. Exhibit E - Assessment and Treatment Process Programmatic Concepts, Tools, Strategies and Approaches
6. Exhibit F - Supportive Services Programmatic Concepts, Tools, Strategies and Approaches
7. Exhibit G - Secure Residential Concepts, Tools, Strategies and Approaches
8. Exhibit H - Abuse and Incident Reporting Programmatic Concepts, Tools, Strategies and Approaches
9. Exhibit I - Organizational Table
10. Exhibit J - Sample Weekly Schedule
11. Exhibit K - Training Plan Concepts, Tools, Strategies and Approaches
12. Exhibit L - AFYC Key Personnel
13. Exhibit M - Department of Children and Families Surveillance Equipment Property List
14. Exhibit N - Secure JITP Case File Required Elements
15. Exhibit O - Invoice (Sample)
16. Exhibit P - Secure JITP Monthly Census Report (Required Elements)
17. Exhibit Q - Secure JITP Admission Report (Required Elements)
18. Exhibit R - Individual Treatment Plan
19. Exhibit S - Secure JITP Competency Recommendation (Required Elements)
20. Exhibit T - Secure JITP Daily Census Report (Required Elements)
21. Exhibit U - Secure JITP Weekly Census Report (Required Elements)

- 22. Exhibit V - Monthly Time Out, Seclusion and Restraint Data Report**
- 23. Exhibit W - Department of Children and Families Operating Procedure # 215-6 Incident Reporting And Client Risk Prevention**
- 24. Exhibit X - Secure Residential Juvenile Incompetent to Proceed Annual Report Required Elements**

Exhibit A



Apalachicola Forest Youth Camp



P.O. Box 240
Hosford, Florida 32334
(850) 379-3973
fax (850) 379-3974

Discharge Summary

Camper Name:	Camper #:
Date of Birth:	SS #:
Case Manager:	County: Liberty
Date of Admission:	Date of Discharge Staffing:
DCF District: Two	District Liaison:
Charges:	
Court Ordered Incompetent due to:	
<u>Presenting Problem</u>	

Discharge Status

- Competent to Proceed-**
- Incompetent Non-restorable- Other (specify):**

Competency report summary

Diagnostic Impressions

Admission Diagnosis:
Source and date of diagnosis:

Axis I:

Axis II:

Axis III:

Axis IV:

Axis V:

Exhibit A

Discharge Diagnosis

List date and source of diagnosis:

Treatment Goals while in AFYC

Goal	Successfully Completed (Yes or No)?
1. will become Competent to Proceed to trial.	
2. will learn and utilize skills to help him deescalate his anger. He will also show a decline in maladaptive behaviors before being discharged from AFYC.	
3. will increase his academic functioning by one- half of a grade level.	
4. will learn socially acceptable ways in which to express himself. Matthew will display more respect for authority figures while at AFYC.	
5. will resolve issues of past sexual and physical abuse.	

Please explain any "no" answers above

Family involvement summary

COURSE OF TREATMENT

Case management/competency training summary:

Medical/Psychiatric summary:

Behavior summary:

Exceptional Student Education Summary:

Exhibit A

Recommendations for Services after Discharge

Check types of services recommended

Substance abuse services	Case management services Support Coordination Services
Recreation/community living services	Inpatient services
Medical services	Medication management
Outpatient therapy services	Partial hospitalization
Psychological services	Psychiatric services
Family counseling	Residential treatment
Therapeutic foster care	<u>Employment services/Work Readiness</u>
Dietary services	Physical/occupational therapy
Speech-language pathology	Educational services/ LCCE
Anger Management Classes	In-home behavior analytic consult
Parent Training	<u>Social Skills/Self Esteem Training</u>
Mentor Program	Other (specify):

Based on observations of juvenile and their interactions with others during the course of competency training while at AFYC, please provide a brief rationale for any recommended services and why such services would be therapeutic in nature if pursued.

Possible barriers to recommend services

Possible barriers to recommended services

Exhibit A

Signatures/credentials/date:

Camper

Date

Case Manager

Date

Case Management Director

Date

Clinical Services Director

Date

Education Director

Date

Nurse

Date

Rehabilitation Therapy Director

Date

Behavior Specialist

Date

Exhibit B

**Apalachicola Forest Youth Camp
Competency Training
Programmatic Concepts, Tools, Strategies and Approaches**

AFYC will provide individualized and group competency to all juveniles admitted to the program. Once the Individual Treatment Plan has been created for the client, he or she will receive daily competency training in a group environment. The group sessions consists of two classes: competency class and law studies. Both these classes cover the foundations of achieving competency; what is proper courtroom behavior; and how to assist the public defender on their behalf. Law studies also consist of the ABC's of Crime curriculum. This curriculum describes situations in which people are arrested; what can happen after the arrest; how they are going to plea; and what are the ramifications for such actions and pleas. This class also consists of creating a mock trial. Through the role playing interaction of a mock trial, the client not only has the opportunity to see and understand the characters in the court, he or she gets to play one of these characters. The ABC's of crime also teaches clients about recidivism, and how one should avoid situations that can lead them astray. Aside from the group sessions that occur daily, the client meets with his or her case manager for his or her weekly sessions. In these sessions, the case manager teaches his or her client the six domains of achieving competency. These sessions are intensive, and with the daily classes that are given, the two form consistent and intensive training tools.

The issue of competency to stand trial is critical for juvenile defendants with mental retardation (MR). Because these individuals exhibit deficits in cognitive abilities, their understanding of and participation in court proceedings is frequently impaired. For example, individuals with mental retardation often present with a high degree of suggestibility, poor expressive skills, and a concrete thinking style, all of which may impair the ability to effectively participate in one's own defense. Deficits in communication, attention, moral development, self-perception, and motivation are often obstacles to achieving competency as well.

Disabilities associated with MR such as low intellectual functioning and poor adaptive functioning are often considered chronic in nature and impede achievement of trial competency. Given that a defendant's demonstrated ability to participate in trial proceedings requires that he or she have minimal affective and cognitive resources, defendants with MR present with unique treatment issues. As such, it is crucial to implement a specially designed competency training program that assists individuals within this population achieve competency and receive a fair trial.

When assessing or treating individuals diagnosed with MR, the symptom presentation and response pattern of the individual should be kept in mind. Often individuals diagnosed with mental retardation will try to conceal cognitive deficits by offering short replies to questions or reacting in a glib manner. They may also answer questions in the affirmative (acquiescence response set), and the responses may have a perseverative quality. As such, the examiner or those involved in competency restoration training, must never accept simple yes or no responses and must limit brief replies. Instead, the individual should be asked to repeat the substantive point and/or expand on its meaning. In doing so, non-apparent deficits may be exposed and true limit testing may be accomplished. Only when

Exhibit B

the true limitations of the individual are known can adequate treatment be delivered and one's ability to effectively participate in trial proceedings be ascertained.

Competency Restoration Training will include modules that differentiate the learning needs of juveniles found incompetent on the basis of different diagnosis of mental illness, mental retardation, autism and/or dual diagnosis.

AFYC will apply the following strategies in the clinical services and competency training for youth with mental retardation:

1. Use simple words in interacting with these youth.;
2. Use concrete rather than abstract concepts;
3. Break down complex tasks into smaller parts
4. Use of Pictograms and Illustrations to teach concepts;
5. Use of repetition;
6. Provide individual instruction as much as possible;
7. Development of coping Skills;
8. Structured, routine approaches to Training;
9. Beginning with parts to whole;
10. Social Skills Training:
 - a. Perception of non verbal social cues;
 - b. Appreciation of social expectations associated with a given situation;
 - c. Stress Reduction Training.

As with all juveniles admitted residentially, the first piece of information that will help differentiate the specific learning needs of an autistic child found incompetent will be evaluations conducted pre-admission, usually by court appointed psychologists or psychiatrists. These evaluations are good resource material with respect to the deficiencies noted by initial evaluators in the various competency areas. At the time of admission, assessments are conducted by various professional staff, including a psychologist, psychiatrist and individual competency trainer to further delineate the specific deficit areas/learning needs of the autistic child. This includes a baseline assessment of competency as well as behavioral/symptomatic assessment that may contribute to incompetency. Contact with parents/guardians/caregivers is standard and essential in obtaining a longitudinal or historical characterization of the autistic child according to those who have known him best. Administration of the CARS or ADOS may be included to help differentiate the specific areas of greatest need. These assessment techniques are then integrated into a comprehensive treatment strategy for each individual with autism. Delineation of skill versus deficit areas help in treatment planning with respect to both identification of behavioral/symptomatic domains of concern as it relates to achieving competency and areas that can be the most beneficial avenues utilized in competency training specific to the individual. Once these areas are identified, learning is tailored to the individual's strengths and weakness. Individual competency trainers will be specifically instructed on the training needs and behavioral issues that may impact upon learning for each autistic child. Reinforcement of desired outcomes will be provided immediately (i.e. verbal) and through token economy and point systems. Behavioral intervention techniques will be provided as needed to address issues that may be impediments to learning. Monitoring of treatment strategies and outcomes will be ongoing in the interest of modifying

Exhibit B

the learning plan if needed. Ensuring a comprehensive assessment of specific learning needs of each autistic child is paramount to maximizing the benefit of the individualized treatment strategy.

AFYC will also apply the following strategies in the clinical services and competency training for youth with autism:

1. Empathy training—including games where they take the perspective of another child;
2. Use of positive reinforcement of appropriate communication with an adult;
3. Structured, routine approaches to training;
4. Parts to whole Approach;
5. Problem-Solving Strategies for handling frequently troublesome situations;
6. Pre-planned, pro-active, well-rehearsed routines;
7. How to deal with novel situations;
8. Social awareness training: discrepancies in perception, issues of pertinence, relevance, appropriateness;
9. Strengthen self-esteem;
10. Social Skills Training:
 - a. Eye contact/gaze
 - b. Perception of nonverbal social cues
 - c. Appreciation of social expectations associated with a given situation;
11. Foster generalization of learning strategies and social skills;
12. Self-evaluation –by ability to identify their strengths and weakness;
13. Encourage youth to begin connecting unpleasant experiences with thoughts and feelings (ABC model);
14. Develop teaching material that fit the child's profile of neuropsychological assets and deficits;
15. Stress reduction training; and
16. Environmental modification to decrease distracting stimuli in order to help youth to gain mastery over their attention deficits.

AFYC will provide combined specialized services addressing the underlying causes of incompetence, based on the individual needs of juveniles committed on the basis of a dual diagnosis. As mentioned above each youth will be given a thorough, multi-modal intake that will examine all diagnostic criteria for both mental illness and mental retardation. The primary treatment focus for residents with dual diagnosis is establishing an accurate psychiatric diagnosis and initiating an appropriate treatment plan to stabilize and manage any psychiatric symptoms that may be impeding a resident's competence to proceed.

When the psychiatric symptoms have been adequately stabilized the multidisciplinary team begins the second treatment phase, which involves establishing a base line of cognitive functioning, determining the individual's relative strengths and weaknesses, and assessing and determining any previously undiagnosed learning issues. This may involve cognitive assessment, intelligence testing, and/or review of school records. Once the child's unique strengths and weaknesses have been determined and a base line of cognitive functioning is established, the resident's areas of deficit regarding the specific issue of trial competence are assessed. Treatment will be coordinated at biweekly treatment team

Exhibit B

meetings, which include representatives from the educational department, medical department, mental health department, case management and clinical department. In addition, youth are seen at the weekly psychiatric treatment team meeting.

Residents with dual diagnosis issues are involved in a specialized remediation program that begins with exposure to the basic issues of court procedure, important personnel, explanation of the roles and responsibilities of these personnel. Residents are also presented with information regarding crimes and the associated sentencing guidelines, the underlying behaviors associated with various criminal charges, and definitions of specific, court related terms and phrases.

Youth's competency training will be aimed at addressing both their mental retardation and their mental illness through an individualized treatment plan structured around their strengths and weaknesses. Based on their diagnoses, juveniles will be offered appropriate therapy to attain treatment goals specified in their treatment plans. Therapeutic techniques will include, but will not be limited to, Cognitive Behavioral Therapy, Motivational Interviewing, Interpersonal Therapy, Reality Therapy, Family Systems Therapy, Anger Management, Social Skills Training, Exposure (both Imaginable and In Vivo) and Response Prevention. Progress notes will be taken to reflect all mental health contact. Juveniles who would like to use the available psychological services for a brief intervention will be able to make this request through a Mental Health Request Form. By establishing the areas of relative strength and weakness of each resident and determining their unique deficit areas, treatment providers can focus remediation efforts on deficit areas while maintaining areas of adequate knowledge thereby moving residents to competence more quickly and minimizing the length of stay at the program.

AFYC will continue to implement a staff training model for clinical staff involved in treatment planning that provides consistent standards for providing effective individualized Competency Training.

Competency Restoration Training includes an objective process by which AFYC evaluates the juvenile's competency restoration status and makes a final recommendation to the referring court in accordance with Chapter 985, F.S. All youth entering the program will be screened for their competency level at the time of their admission. This screening will consist of the following:

- a. Document Review of previous competency evaluations and all prior records
- b. Face to face competency interview conducted by the Clinical Director or designee (working under the supervision of the Clinical Director). This interview will cover the six areas of competency and will be based on state-wide, evidenced based competency evaluations techniques.

In addition, within 72 hours of admission, the youth's assigned case manager will conduct a monthly competency assessment to ascertain the youth's present level of competency.

The youth's progress will be assessed bi-weekly at treatment team meetings where the case manager will report the youth's progress on one-to-one individual competency training by the case manager.

Exhibit B

The competency teacher will give the youth a competency examination after each month of training. These examinations will be individualized for each client to accommodate the individual differences in intellectual functioning, learning styles, learning disabilities and mental health diagnoses.

The law studies teacher will conduct ongoing competency training as well as will write a monthly progress summary, which will be given to the Clinical Director and Case Management Coordinator.

The Case Management Coordinator and the Clinical Director will meet weekly to discuss individual client's progress and to schedule competency evaluations with outside evaluators.

All evaluators that AFYC utilizes for independent competency evaluations are required to be licensed psychologists who have participated in the training required by all evaluators of juveniles' competency in Florida. This training is offered by the University of South Florida, Department of Mental Health Law & Policy, the Louis De la Parte Florida Mental Health Institute and the Florida Department of Children and Families. This training offers the Juveniles' Competencies in the Justice System: a Guide for Judges, Attorneys, and Mental Health and Retardation Professionals publication which all evaluators participating in evaluations at AFYC are required to be familiar with, as evidenced by their participation in this training.

In addition, all evaluations conducted on the youth at AFYC will be conducted with the following evidenced based standards required:

1. Developmental perspective for evaluations of juvenile's
 - a. Age
 - b. Developmental Disabilities
 - c. Cognitive and Intellectual Deficits
 - d. Underlying psychopathology
 - e. Adolescents' unique personality characteristics due to their age
2. Preparing the youth for the evaluation
3. Obtaining a thorough developmental and clinical history
4. Evaluating developmental and clinical status
5. Assessment of competency abilities
 - a. Understanding—juveniles must have an understanding of the proceedings against him
 - b. Reasoning—ability to consult with his lawyer with a reasonable degree of understanding
 - c. Appreciation—ability to appreciate how aspects of the legal system apply to his or her particular case
6. Exploring staff's perspective of the youth's competency (Grisso, 2005)

In addition, all evaluators will be required to read Evaluating juveniles' adjudicative competency: A guide for clinical practice, Grisso, Thomas (2005) This guide will be available at AFYC and periodic trainings (twice annually) will be conducted by the Clinical

Exhibit B

Services Director in order to increase the reliability and validity of the evaluations and ensure that evidenced based standards are being followed in the evaluations.

Finally, all evaluators will be required to document 20 continuing education units, biannually, in forensic evaluations and or adolescent development and psychopathological variables.

Note: there is promising data that a more structured competency assessment such as the MacArthur Competency Assessment Tool-Criminal Adjudication (MacCAT-CA) may be developed for juveniles. It will be incumbent on the Clinical Services Director to keep abreast of the literature and to offer in-house trainings to the evaluators when such an instrument becomes available. Out of approximately 250 evaluations performed, our lead evaluator has a remarkable 99.5% Court concurrence rate for his competency determinations.

AFYC accomplishes competency restoration through a variety of treatment modalities and curriculums. These include: individual and group competency counseling and competency curriculums such as the ABC's of Crime, mock trials and law studies. AFYC's Competency Restoration Training addresses Knowledge-Based Training with an emphasis on the following key concepts and goals:

1. Cognition

- a. The juvenile must learn the purpose of training sessions
- b. The juvenile must learn the legal charges pending in his or her case
- c. The juveniles must learn the potential consequences of each Plea
- d. The juvenile must learn the roles of court room personnel in his or her case
- e. The juvenile must learn the purpose of court appearances
- f. The juvenile must learn the purpose of the trial

2. Communication

- a. The juvenile must learn the nature and importance of attorney-client communication.
- b. The juvenile must learn the importance of listening to court proceedings.
- c. The juvenile must learn the importance of understanding questions before responding.
- d. The juvenile must learn how to testify relevantly

3. Emotions and Behavior

- a. The juvenile must learn to display appropriate behavior in proceedings.
- b. The juvenile must learn to avoid inappropriate emotional displays during court proceedings.

AFYC's Competency Restoration Training addresses Understanding- Based Training with an emphasis on the following key concepts and goals of the juvenile justice process:

- a. The juvenile must understand he or she is accused of criminal charges and will be participating in an adversarial process.

Exhibit B

- b. The juvenile must understand he or she cannot be punished on the basis of an accusation.
- c. The juvenile must understand the difference between a plea and a finding in juvenile cases.
- d. The juvenile must understand the case may or may not proceed to trial.
- e. The juvenile must understand the rights that are waived as a result of a plea bargain.
- f. The juvenile must be able to tell the details of his or her story to his or her attorney in confidence.
- g. The juvenile must be able to understand the role his or her attorney plays in representing the juvenile at the hearing.

Exhibit C

JITP MONTHLY STATUS REPORT

Juvenile's Name: _____

Report Date: _____ Training Number: _____ Trainer: _____

1. Indicate Primary Location of Training: Home _____ School _____ Other (Specify) _____

2. Indicate Overall Comprehensive Assessment Activities: Verbal Test _____ Written Test _____ Role Play _____ Group Training _____ Other (Specify) _____

3. Indicate Overall Client Responsiveness: Focused _____ Attentive _____ Cooperative _____ Tired _____ Distracted _____ Confused _____ Defiant _____

Factors	3. Rate and Indicate the Overall Assessment Score for Each Factor			
	1 LACKS UNDERSTANDING	2 NO PROGRESS	3 MAKING PROGRESS	4 ACHIEVED
The Six Dusky Factors Groupings				
1 Appreciation of the charges and allegations				
2 Appreciation of the range and nature of possible penalties which may be imposed				
3 Understanding of the adversarial nature of the legal process				
4 Capacity to disclose pertinent facts				
5 Ability to manifest appropriate courtroom behavior				
6 Capacity to testify relevantly				

Trainer Signature	Date	Supervisor Signature	Date
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Attach Monthly Progress Notes.

Exhibit D

Date of Service:	JITP Trainer's Session Rating Sheets			
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Report Date:	Training Number:	Trainer:		
Arrival Time:	Departure Time:	Location:		

1. Indicate Factor that was the Focus of Training	1	2	3	4	5	6

2. Indicate Comprehensive Assessment Activity	Verbal Test	Written Test	Role Play	Group Training	Other (Specify)

3. Indicate Overall Client Responsiveness	Focused	Attentive	Cooperative	Tired	Distracted	Confused	Defiant

4. Rate and Indicate the Overall Assessment Score for Each Factor									
Factor	Score Each Question with the Numerical Value shown for each Determination								
1	<p>Appreciation of the charges and allegations.</p> <p>Does the defendant know what a crime is and that he has been accused of committing an offense?</p> <p>Does he know what the formal charges are and can he describe what they mean?</p> <p>Does he know the difference between a felony and a misdemeanor?</p> <p>Does he know the meaning of guilty and innocent?</p> <p>Can he give a detailed and coherent narrative regarding the accusations?</p>								
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">LACKS UNDERSTANDING = 1</td> <td style="width: 25%; text-align: center;">NO PROGRESS = 2</td> <td style="width: 25%; text-align: center;">MAKING PROGRESS = 3</td> <td style="width: 25%; text-align: center;">ACHIEVED = 4</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	LACKS UNDERSTANDING = 1	NO PROGRESS = 2	MAKING PROGRESS = 3	ACHIEVED = 4				
LACKS UNDERSTANDING = 1	NO PROGRESS = 2	MAKING PROGRESS = 3	ACHIEVED = 4						

Exhibit D

Factor	Individual Assessment Determination Scores			
	LACKS UNDERSTANDING = 1	NO PROGRESS = 2	MAKING PROGRESS = 3	ACHIEVED = 4
2	Appreciation of the range and nature of possible penalties which may be imposed.			
	Does he understand the relationship between the severity of a crime and the length of a sentence?			
	Does he understand what could happen to him if he is found guilty?			
	Does he understand the various penalties that could be imposed if he is found guilty?			

Factor	Individual Assessment Determination Scores			
	LACKS UNDERSTANDING = 1	NO PROGRESS = 2	MAKING PROGRESS = 3	ACHIEVED = 4
3	Understanding of the adversarial nature of the legal process.			
	Does he know the roles of the judge, defense attorney, state attorney, etc.?			
	Does he know how a decision is made regarding guilt or innocence?			
	Does he know the term evidence and various pleas?			

FACTOR	Individual Assessment Determination Scores			
	LACKS UNDERSTANDING = 1	NO PROGRESS = 2	MAKING PROGRESS = 3	ACHIEVED = 4
4	Capacity to disclose pertinent facts.			
	Can he report a fairly consistent story regarding the charges?			
	Can he provide details, chronology, and dialogue for particular events?			
	Can he answer direct questions relevantly and coherently without prodding?			
	Can he assist his attorney in the preparation of his defense?			
	Will it be necessary for him to redefine questions asked of him to make certain that he understands the questions?			

Exhibit D

		Individual Assessment Determination Scores			
FACTOR		LACKS UNDERSTANDING = 1	NO PROGRESS = 2	MAKING PROGRESS = 3	ACHIEVED = 4
5	Ability to manifest appropriate courtroom behavior.				
	Does he understand the concept that he should be on his best behavior when in court?				
	Does he know what to do if interrupted, upset, or angry?				
6	Capacity to testify relevantly.				
	Can he provide basic information concerning his history, both personal and legal				
	Does he know what to do if he does not understand a question asked of him?				
	Does he know how much information he should release to the prosecutor?				
	Does he know what perjury is?				
	Can he respond to questions about the incident leading to his arrest?				
	Will his vocabulary affect his understanding of questions asked of him?				

Notes	
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Trainer Signature	Date
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Exhibit E

**Apalachicola Forest Youth Camp
Assessment and Treatment Process
Programmatic Concepts, Tools, Strategies and Approaches**

MENTAL RETARDATION AND AUTISM TRAINING:

A mental health intake with the licensed psychologist or by a mental health counselor under the direct supervision of the licensed psychologist is facilitated within twenty four hours of admission. This intake will include a review of collateral information, data garnered from parents or guardians, medical records, previous psychological and psycho-educational evaluations, and criminal records. This intake evaluation will include the administration of objective psychological assessments and self-report to help with the reliability of the youth's diagnosis. Evaluations will be tailored to meet the intellectual functioning and achievement level of any individual youth. This assessment will look for co-morbid considerations and differential diagnosis. This mental health intake will include but not be limited to:

The mental health intake will contain the following information:

1. Criminal History: Committing Offense and Offense History
2. Presenting Problems
3. Family Background
4. History (recent and remote) of trauma and/or victimization including verbal, sexual, and physical abuse as well as neglect, witnessing violence, etc.
5. Developmental History, including prenatal exposure to drugs and alcohol, developmental milestones, early behavioral problems, delinquency, fire setting, running away, fighting etc.
6. Educational History—School attended, E.S.E. placement, Retentions, Supervisions, Expulsions
7. Previous Psychological Evaluations (competency assessments, psycho-educational screenings, etc.)
8. Previous mental health counseling
9. Previous inpatient for mental health issues
10. Medical history: medications, chronic medical problems, hospitalizations, head injury
11. Previous Diagnoses
12. Previous Psychotropic Medications
13. History of Suicide Attempts/Self-Mutilation
14. Substance Abuse History
15. Family history of substance abuse
16. Relationship Sexual History
17. Mental Status Examination

Self Report Assessments may include the following:

1. Adolescent Psychopathology Scale—Short Form
2. Reynolds Adolescent Depression Scale-2nd Edition
3. Revised Children's Manifest Anxiety Scale (RCMAS)
4. Achenbach System of Empirically Based Assessment (Child Behavior Checklist)
5. Hare Psychopathy Checklist-Revised
6. Trauma Symptom checklist or Trauma Symptom Inventory

Exhibit E

7. Millon Adolescent clinical Inventory
8. Vineland Adaptive Behavior Scales
9. (Autistic Specific Assessments:)Autism Diagnostic Interview-Revised (semi-structured needs inventory)
10. Childhood Autism Rating Scale (CARS)—to be filled out by caregiver
11. Autism Diagnostic Observation Schedule-- ADOS
12. Social Communications Questionnaire-- SCQ
13. ASDS: Aspergers Syndrome Diagnostic Scale—SCQ
14. Social Behavior Assessment Inventory

Psycho-educational assessments are completed for initial placement and reevaluation for E.S.E. youth or non E.S.E. youth in order to be placed in the appropriate educational classification in education.

A thorough medical evaluation is conducted to ascertain any medical needs that may impact competency training for youth with mental retardation or autism, such as diabetes, seizure disorder, balance disorders etc. Medical needs that may impact competency training for this special population will be addressed with the facility Psychiatrist and Medical Director, Dr. Patel, Dr. Wonder, the Director of Nursing, and Licensed Clinical Social Worker. Medical needs and impact on treatment and training will be addressed on the Treatment Plan.

The AFYC Case Manager conducts a CARF and AHCA 65E-9 compliant Needs Assessment designed to gather sufficient information to identify the needs of each youth served, including information about: the youth's individualized goals, needs, abilities, aptitudes, skills, interests and presenting problems, previous behavioral health services, medical status, diagnoses, mental status, emotional functioning, behavioral functioning, use of alcohol and other drugs, need for and availability of social supports, risk taking behaviors, and level of education functioning. The assessments will also include current and historical life situation information including age, gender, sexual orientation, social preferences, cultural background, spiritual beliefs, employment history, legal involvement, family history, history of physical abuse, history of sexual abuse and relationships.

The intake, document review, and Needs Assessment are used to create a comprehensive treatment plan for each youth that will be tailored to their individual needs. Training will be based on their cognitive strengths and weaknesses. Treatment Services are determined based on the clinical goals and services documented in the Treatment Plan.

AFYC will apply the following strategies in the clinical services and competency training for youth with mental retardation:

1. Use simple words in interacting with these youth.
2. Use concrete rather than abstract concepts.
3. Break down complex tasks into smaller parts.
4. Use of Pictograms and Illustrations to teach concepts
5. Use of repetition
6. Provide individual instruction as much as possible

Exhibit E

7. Development of coping Skills
8. Structured, routine approaches to Training
9. Beginning with parts to whole
10. Social Skills Training:
 - a. Eye contact/gaze
 - b. Perception of nonverbal social cues
 - c. Appreciation of social expectations associated with a given situation

AFYC will apply the following strategies in the clinical services and competency training for youth with autism:

1. Empathy training—including games where they take the perspective of another child
2. Use of positive reinforcement of appropriate communication with an adult
3. Structured, routine approaches to training
4. Parts to whole Approach
5. Problem-Solving Strategies for handling frequently troublesome situations
6. Pre-planned, pro-active, well-rehearsed routines
7. How to deal with novel situations
8. Social awareness training: discrepancies in perception, issues of pertinence, relevance, appropriateness
9. Strengthen self-esteem
10. Social Skills Training:
 - a. Eye contact/gaze
 - b. Perception of nonverbal social cues
 - c. Appreciation of social expectations associated with a given situation
11. Foster generalization of learning strategies and social skills
12. Self-evaluation –by ability to identify their strengths and weakness
13. Encourage youth to begin connecting unpleasant experiences with thoughts and feelings (ABC model)
14. Develop teaching material that fit the child's profile of neuropsychological assets and deficits
15. Stress reduction training
16. Environmental modification to decrease distracting stimuli in order to help youth to gain mastery over their attention deficits

Once the individualized training and educational plan is in place the youth will be followed up with ongoing assessing, adjusting, and consulting.

MENTAL HEALTH TREATMENT

AFYC will provide counseling and treatment addressing the underlying cause of incompetence, based on the individual needs of juveniles committed on the basis of a mental health diagnosis. Mental health diagnoses will be determined through a multi-modal intake that includes combination of a structured, clinical interview, self-report measures, perusal of collateral information, and contact with caregivers. In addition, mental health assessments will be tailored to meet juvenile's individual reading levels and accommodate learning disabilities.

The mental health intake will contain the following information:

Exhibit E

1. Criminal History: Committing Offense and Offense History
2. Presenting Problems
3. Family Background
4. History (recent and remote) of trauma and/or victimization including verbal, sexual, and physical abuse as well as neglect, witnessing violence, etc.
5. Developmental History, including prenatal exposure to drugs and alcohol, developmental milestones, early behavioral problems, delinquency, fire setting, running away, fighting etc.
6. Educational History—School attended, E.S.E. placement, Retentions, Supervisions, Expulsions
7. Previous Psychological (competency assessments, psycho-educational screenings, etc.)
8. Previous mental health counseling
9. Previous inpatient for mental health issues
10. Medical history: medications, chronic medical problems, hospitalizations, head injury
11. Previous Diagnoses
12. Previous Psychotropic Medications
13. History of Suicide Attempts/Self-Mutilation
14. Substance Abuse History
15. Family history of substance abuse
16. Relationship
17. Sexual history
18. Mental Status Examination

The self report assessments may include, but not be limited to the following:

1. Adolescent Psychopathology Scale—Short Form
2. Emotional Problems Scale
3. Reynolds Adolescent Depression Scale-2nd Edition
4. Revised Children's Manifest Anxiety Scale (RCMAS)
5. Achenbach System of Empirically Based Assessment (Child Behavior Checklist)
6. Hare Psychopathy Checklist-Revised
7. Trauma Symptom checklist or Trauma Symptom Inventory

All psychological assessments will be communicated through verbal and written reports. These reports will be distributed to the Case Managers, Clinical Counselors, and Medical staff. Based on their diagnoses, juveniles will be offered appropriate therapy to attain treatment goals specified in their treatment plans.

Therapeutic techniques will include, but will not be limited to, Cognitive Behavioral Therapy, Motivational Interviewing, Interpersonal Therapy, Reality Therapy, Family Systems Therapy, Anger Management, Social Skills Training, Exposure (both Imaginal and In Vivo) and Response Prevention.

Progress notes will reflect all mental health contact. Additionally, juveniles who would like to use the available psychological services for a brief intervention will be able to make this request through a Mental Health Request Form.

Exhibit E

COORDINATED TREATMENT FOR THE DUAL DIAGNOSED:

Individuals with Dual Diagnosis present a unique and challenging subpopulation of the juveniles served. AFYC will provide combined specialized services addressing the underlying causes of incompetence, based on the individual needs of juveniles committed on the basis of a dual diagnosis, because often these issues can have additive effect on a juvenile's competence to stand trial, with each issue requiring an individualized treatment approach. (Each youth will be given a thorough multi-modal intake that will examine all diagnostic criteria for both mental illness and mental retardation.)

The cornerstone of effective treatment in individuals who are incompetent due to dual diagnosis issues is establishing an accurate mental health diagnosis and initiating an appropriate regimen of psychotropic medication. Diagnosis is established through as many data sources as possible including past mental health treatment records, collateral interviews with any available sources familiar with the resident, including parents, caregivers, case workers, or treatment providers, and interview and observation with the resident following admission.

Once a mental health diagnosis is established and treatment initiated, observation and regular case review allows the staff to adjust the treatment as necessary to improve treatment response. Such adjustments can include titrating medications up or down, changing or combining medications and adjustments in the frequency or duration of direct clinical services with case managers and counselors. The goal at this stage of the treatment process is stabilization of the psychiatric condition and symptom management. Treatment will be coordinated at biweekly treatment team meetings, which include representatives from the educational department, medical department, mental health department, case management and clinical department. In addition, youth are seen at the weekly psychiatric treatment team meeting.

When the psychiatric symptoms have been adequately stabilized, the multidisciplinary team begins the second treatment phase, which involves establishing a base line of cognitive functioning, determining the individual's relative strengths and weaknesses, and assessing and determining any previously undiagnosed learning issues; this may involve cognitive assessment, intelligence testing, and/or review of school records. Once the resident's cognitive level, strengths and limitations in learning, and areas of trial deficit are determined an individualized treatment plan is established to remediate the resident to a state of trial competence. Youth's competency training will be aimed at addressing both their mental retardation and their mental illness through an individualized treatment plan structured around their strengths and weaknesses. Based on their diagnoses, juveniles will be offered appropriate therapy to attain treatment goals specified in their treatment plans.

Therapeutic techniques will include, but will not be limited to:

1. Cognitive Behavioral Therapy
2. Motivational Interviewing
3. Interpersonal Therapy
4. Reality Therapy
5. Family Systems Therapy
6. Anger Management

Exhibit E

7. Social Skills Training
8. Exposure (both Imaginal and In Vivo) and
9. Response Prevention

Progress notes will be taken to reflect all mental health contact. Additionally, juveniles who would like to use the available psychological services for a brief intervention will be able to make this request through a Mental Health Request Form.

COORDINATED TREATMENT FOR SUBSTANCE ABUSE AND CO-OCCURRING SUBSTANCE ABUSE AND MENTAL HEALTH DISORDERS:

Youth with substance abuse problems will receive more intense assessment and treatment. In addition to the comprehensive assessment process at intake, each youth will complete a self-report protocol that will include:

1. Adolescent Substance Abuse Subtle Screening Inventory (SASSI-A2)
2. Adolescent Psychopathology Scale—Short Form
3. Reynolds Adolescent Depression Scale-2nd Edition
4. Revised Children's Manifest Anxiety Scale (RCMAS)
5. Achenbach System of Empirically Based Assessment (Child Behavior Checklist)
6. Hare Psychopathy Checklist-Revised
7. Trauma Symptom checklist or Trauma Symptom Inventory
8. Millon Adolescent Clinical Inventory

Substance abuse services are provided under the supervision of the Clinical Director and Certified Addictions Professional. Treatment will be coordinated at biweekly treatment team meetings, which include input from a Certified Addictions Professional, medical department, mental health department, case management and clinical department.

AFYC will provide education, prevention, individual and group counseling to address substance abuse issues. These services will be determined based on their diagnoses, ability, needs and preferences. Youth will be offered appropriate therapy to attain treatment goals specified in their treatment plans.

Therapeutic techniques will include, but will not be limited to the following:

1. Cognitive Behavioral Therapy
2. Motivational Interviewing
3. Interpersonal Therapy
4. Reality Therapy
5. Family Systems Therapy
6. Anger Management
7. Social Skills Training
8. Exposure (both Imaginal and In Vivo) and
9. Response Prevention

Progress notes will be taken to reflect all mental health contact.

PSYCHIATRIC SERVICES:

Rasik Patel, M.D. will serve as Medical Authority and program Psychiatrist. In this capacity, he will interview all new admissions and perform a psychiatric evaluation during

Exhibit E

psychiatric treatment team. He also provides evaluations, medication administration, review and oversight of the use of psychotropic medicines, based on the individual clinical needs of the juveniles. Dr. Patel will meet once per week with the psychiatric treatment team which meets separately from the main Treatment Team. The Psychiatric Treatment Team includes the Psychiatrist, Director of Nursing, Certified Behavior Analyst, Master's level counselor, Case Manager, and the youth.

Licensed under Chapter 458, F.S., Dr. Patel is board certified in child and adolescent psychiatry. Serving in the capacity of Medical Authority, he will oversee the provision of medical and mental health services provided to children. Dr. Patel will be on-call 24 hours a day, seven days a week and will participate in AFYC Psychiatric Treatment Team and staffings.

BEHAVIOR MANAGEMENT:

All the elements of our behavior management system are designed to work together to promote a healthy, safe and positive environment enabling campers to be restored to competency in the shortest amount of time possible. The program was originally created by program staff in consultation with Certified Behavior Analysts Dr. Brian Jacobson and Dr. Ray McKenzie. This behavior management system was approved by the Local Review Committee in 2002 and again when it was revised in 2007. The behavior program is implemented and monitored under the direct supervision of the facility Certified Behavior Analyst and supervision from the Local Review Committee which is attended by both the Certified Behavior Analyst and Administrator on a monthly basis. Individual behavior programs are developed and incorporated into the Competency Restoration Service Plan and the Treatment Plan. In accordance with 65E-9 F.A.C., a youth having three incidents in three consecutive months requires an individual behavior plan created by a Behavior Analyst or treatment plan goal to address the problem. Data analyzing incidents of time out, seclusion, restraint, and individual programming regarding Agency for Persons with Disabilities clients are reviewed at the LRC on a quarterly basis.

Application of contingencies is well planned and consistent with high standards of clinical and human rights practices. Our program makes it very clear both to youth and staff what behaviors are expected of them, the behaviors necessary to live in the community, and the consequences associated with the behaviors. Verbal de-escalation, time-out, restraint and follow-up processing are used for corrective therapeutic management of acting out behaviors; it is always AFYC's goal to use the least restrictive measure. Reinforcement for appropriate behavior is accomplished through the use of tangible and intangible reinforcers. The frequency of reinforcement varies dependent upon the individual needs of the youth. Staff are trained to reinforce all appropriate behaviors immediately and to not emphasize or focus on inappropriate behaviors. Individual Behavioral Plans are developed by the Behavior Analyst in order to address behavioral deficits and increase appropriate replacement behaviors. The Individual Behavioral Plans provide on-going evaluation of individual performance toward goals set by the youth and the multidisciplinary Service Team during Service Planning. Youth are provided reinforcement for appropriate behaviors and given feedback throughout the day regarding whether they are meeting the criteria outlined in their Treatment Plans.

Exhibit E

Youth will be provided opportunities to earn points throughout the day for appropriate behavior and participation. Staff will record points on an individualized point card carried by the youth throughout the day. Staff will describe the behavior and verbally praise each youth for the behavior that earned the points. Performance points are totaled daily to determine whether a "good day" was achieved. "Good Days" are necessary for advancement in the level system of the Behavior Management Program. The level system is a structured system for gaining increasing privileges. There are five levels in the Behavior Management Program. Each higher level has associated with it increasing of privileges, extra incentives and increased responsibility.

In addition to providing positive points for appropriate behaviors, maladaptives are used to teach the youth if he or she engages in inappropriate behaviors.

A crucial part of AFYC's behavior management program is our point store. AFYC has a daily point store which allows the clients to use their positive points to purchase items that they may want, but are not issued. For example: certain foods, specialty hygiene products, music players, and games can be purchased or rented at the point store. The point store essentially uses: size, immediacy, and reward as a means of positive reinforcement. Both youth and staff receive training in the Behavior Management Program from the Behavior Analyst during orientation. Following orientation, staff are observed and assessed for programmatic compliance using competency based instruments by the Behavior Analyst on a quarterly basis. Staff that do not make a minimum of 80% on competency tests are removed from contact with youth, re-trained and re-tested.

ANGER MANAGEMENT AND AGGRESSION CONTROL:

AFYC will screen for, identify and provide treatment or training to juveniles presenting anger management and aggressive behavioral needs. Assessments will include information from previous assessments as well as interview data from the youth, family and caregiver.

In addition, the following self-report inventories may be used:

1. State Trait Anger Expression-2
2. SAVRY (Structured Adolescent Violent Risk Inventory)

Youth who have been identified with an anger management deficit will participate in individual and group counseling aimed at anger control. This counseling will include therapeutic techniques such as Cognitive Behavioral Therapy, Motivational Interviewing, Interpersonal Therapy, Reality Therapy, Family Systems Therapy, Anger Management, Social Skills Training, Exposure (both Imaginal and In Vivo) and Response Prevention. Progress notes will be taken to reflect all mental health contact. Through these therapeutic approaches, youth will be taught to identify triggers, thoughts, and feelings and how the thoughts can be changed to improve their management of triggers. Youth will also be encouraged to develop coping strategies for their various triggers. The Direct Care Team Leaders will be trained on how to help youth identify their respective triggers and to encourage youth to use coping strategies.

Exhibit E

TRAUMA INFORMED CARE:

Approximately 25% of children and adolescents in the community experience at least one potentially traumatic event during their lifetime, including life threatening accidents, disasters, maltreatment, assault, and family and community violence (Costello et al., 2002). While this number is shocking, it increases exponentially for youth who have experienced juvenile justice settings. Data suggests that up to 50% of youth in these settings are at risk for PTSD, rates that are up to eight times as high as other community samples of similar aged peers (Saigh et al. 1999; Saltzman et al 2001). Unresolved PTSD can lead to serious long-term consequences that include problems with cognitive functioning, mental health disorders, substance abuse, anxiety disorders, eating disorders, and behavioral problems. For girls in care, these problems increase exponentially. Among a sample of incarcerated youth, girls were 50% more likely to be suffering from PTSD than the equivalent male population (Steiner, et al. 1997). In one sample of females in the system, 74% reported being hurt or in danger of being hurt, 60% reported being raped or in danger of being raped, and 76% reported witnessing someone being severely injured or killed (Cauffman, 1998). Most saliently, studies have also shown a direct link between the experience of abuse and neglect the lack of appropriate treatment, and the behaviors that led to the arrest.

Creating trauma informed systems is crucial for youth entering the AFYC so that they have ready access to effective assessment, services and interventions. The National Child Traumatic Stress Network has identified the following elements as paramount to creating this system:

1. Maximize the child's sense of safety by utilizing an individual Safety Plan
2. Assist Children in reducing overwhelming emotion
3. Help children make new meaning of their trauma history and current experiences
4. Address the impact of trauma and subsequent changes in the child's behavior, development, and relationships
5. Coordinate services with other agencies
6. Utilize comprehensive assessment of the child's trauma experiences and their impact on development and behavior to guide services
7. Support and promote positive and stable relationships in the life of the child.
8. Provide support and guidance to the child's family and caregivers
9. Manage professional and personal stress

Mental health counseling that has been demonstrated to be effective in helping children deal with traumatic stress reaction typically includes the following elements:

1. Education about the impact of trauma
2. Helping children and caregivers re-establish a sense of safety
3. Techniques for dealing with overwhelming emotional reactions
4. An opportunity to talk about and make sense of the traumatic experience in a safe, accepting environment
5. Involvement, when possible primary caregivers in the healing process

Data supports the efficacy of treatments for traumatic stress that are based on cognitive behavioral approaches. Typically, cognitive behavioral therapy focuses on teaching children stress management and relaxation skills to help youth cope with the feelings and physical sensations associated with the trauma. Using exposure strategies or talking about the event and feelings in a setting and pace that does not cause stress to the child.

Exhibit E

Creating a story of what happened as the telling enables them to master their painful feelings and responses to resolve the impact the event has had on their life and functioning. Correcting fictionalized or distorted ideas about the event and why it occurred. Changing unhealthy views about what may have resulted from the trauma (i.e., a sexually abused youth who may believe that they elicited the abuse). And finally, it is important to involve parents in the healing process.

The Apalachicola Forest Youth Camp will implement a multi-perspective screening tool which will be utilized by the facility's licensed Psychologist to assess the youth's trauma and exposure to trauma. This assessment will include both self-report, history review, and direct interview with the youth and family. A number of assessment instruments have been reviewed and will soon be included in a database on the website of the National Center for Child Traumatic Stress (www.NCTSNET.org). Once these are available, the facility will utilize these instruments to ensure the highest quality of assessment and treatment.

Using these assessment instruments, the Treatment Team will create an individualized treatment plan to address the child's traumatic experiences. The treatment plan will include cognitive behavioral therapies, treatment goals that increase family involvement, and emergency interventions that are acceptable for the youth, (i.e., a youth who has been tied to a bed and sexually assaulted should never be mechanically restrained). Additionally, due to the sensitivity of this information and the difficulty with which people have in expressing their trauma, youth who speak English as a second language will be assessed and will receive therapy in the language with which they are most comfortable. AFYC has on-site staff that is fluent and capable to provide translation for assessment and therapy in both Spanish and Haitian Creole.

In order to ensure a trauma focused environment, all staff at the facility will be trained about trauma, the ongoing effects of trauma, the importance of creating an environment in which the youth feels safe/secure, developmental and ethno cultural factors also affect youth's ability to communicate the experience of their trauma. Staff will receive training on evidenced based interventions to use with youth who have experienced trauma. For example, staff will be aware of what triggers a particular camper has due to their unique trauma history and also be aware of particular calming strategies the camper would benefit from at a time of escalation.

SEXUAL ABUSE/SEXUAL REACTIVE COUNSELING AND EDUCATION:

Youth will be evaluated for past sexual abuse trauma and sexual reactivity/offending from the initial interview and collateral review. These youth will undergo additional assessment, such as a thorough sexual history clinical interview, Trauma Symptom Checklist, and Child Sexual Behavior Inventory. Treatment will be provided to youth in an individual format where confidentiality can be protected.

Youth will be encouraged by their counselors to examine how sexual abuse has impacted their self esteem. They will be encouraged to gain perspective on the view of their own sexuality and how their sexual abuse has impacted their own sexual boundaries, levels of depression, and levels of anxiety.

Exhibit E

During individual and group therapy, youth will be encouraged to learn healthy sexual boundaries and will be monitored for sexually acting out behavior. Any youth who display sexual reactive behaviors will be encouraged to identify triggers for sexual arousal. They will learn to identify their negative behavior cycle, including deviant sexual fantasies. They will participate in cognitive behavioral interventions in order to enhance healthy sexuality and to develop coping strategies to replace the role sexuality has played in their life. Youth will be encouraged to develop a relapse prevention plan which will help with intervention such as thought stopping, thoughts replacement, and coping strategies in order to interrupt their negative cycle.

Youth will also participate in groups aimed at healthy sexuality. These groups will be divided by gender and developmental ages and offer information regarding healthy sexual boundaries, anatomy and physiology, common sexually transmitted diseases and wellness.

AFYC was designed specifically for this population and to prevent sexually acting out behavior between clients from occurring. Cabins contain single occupancy rooms with room exit only door locks so that other youth cannot enter. These door locks allow youth to exit whenever they feel it is necessary. In its six years of existence, AFYC has not had a client on client sexual battery. Procedures are in place to ensure that bed checks are conducted every 15 minutes when youth are sleeping. When treatment teams conclude that certain youth are at high risk for sexual perpetration or victimization, they are placed on 1:1 supervision.

SUICIDE/SELF INJURY MANAGEMENT:

Upon arrival, each newly admitted youth shall have a suicide risk screening conducted by the licensed psychologist, licensed mental health professional, or master's level counselor under the supervision of the licensed staff. The case manager and counselor will review the record for information and suicide assessments and observe any scars, tattoos, or other skin blemishes which could suggest borderline traits, or suicidal behavior/self injurious behavior history. All staff will be trained to observe youth for verbal and behavioral cues that indicate a suicide risk. In the event that staff finds any signs of depression, comments suggestive of suicidal behavior /self injurious behavior, ideas, intent, or impulse, they will immediately place the youth under one-to-one proximate monitoring with no more than an arm's length distance between the youth and his or her monitor. In this event, the On-Call Administrator and Clinical Services Director will be notified, a behavioral referral form and incident report will be completed immediately.

While the youth is in suicide observation status he or she will be observed by one-to-one proximate monitoring with fifteen minute documentation on a flow sheet. The youth will remain on 1:1 observation until evaluated and released by either the Psychiatrist or Clinical Services Director. When appropriate, special emergency treatment teams are convened to address this self injurious behavior.

Suicidal Behavior during an Intervention: Per 65E-9, FAC, each seclusion room contains a mattress and a suicide blanket. If a youth displays self injurious behavior during a time out or seclusion, for example, hitting his or her body part against the wall with sufficient

Exhibit E

force to cause damage, the staff will intervene immediately; restraining the youth if necessary to prevent harm.

If the youth's self injurious behavior is not likely to lead to injury, for example, lightly tapping the wall, making a sound but not causing damage, staff are to use verbal techniques to intervene. The decision to remove a suicidal youth from precautionary 1:1 monitoring status will be made by the Psychiatrist or Clinical Services Director.

At AFYC, proactive measures such as video/audio surveillance, maintaining required staffing ratios, consistent 15 minute bed checks during sleeping hours and staff trained on signs of suicidal behavior are used to ensure the safety of the clients we serve.

Exhibit F
Apalachicola Forest Youth Camp
Supportive Services
Programmatic Concepts, Tools, Strategies and Approaches

EDUCATIONAL SERVICES:

Education is offered on a year-round basis through a cooperative agreement with the Liberty County School District. Accredited by the Southern Association of Colleges and Schools in 2005, AFYC became one of the first facilities to receive such an honor. SACS, or recently referred to as: AdvancED, follows the strictest specifications when deeming a school as Highly Functional or Functional in order to be accredited. Some of the guidelines that are required to achieve SACS' accreditation are the following:

1. The school establishes and commands a shared purpose and direction for improving performance of students and the effectiveness of the school.
2. The school provides governance and leadership that promotes student performance and school effectiveness.
3. The school provides research-based curriculum and instructional methods that facilitate achievement for all students.
4. The school enacts a comprehensive assessment system that monitors and documents performance and uses these results to improve student performance and school effectiveness.
5. The school has the resources and services necessary to support its vision and purpose and to ensure achievement for all students.
6. The school fosters effective communications and relationships with and among its stakeholders.
7. The school establishes, implements, and monitors a continuous process of improvement that focuses on student performance.
8. The school offers continuing staff development programs in order to keep up with best practices in the field of education.

This accreditation enables our students to receive a diploma from our facility and transfer all credits to any institution of higher learning. Credits and grades will carry over to a vocational tech center as well.

Students with special needs often "fall through the cracks". It is not uncommon to find upon admission that youth are not performing at the grade level that has been reported. Psycho-educational assessments are completed for initial placement and reevaluation for E.S.E. youth or non E.S.E. youth in order to be placed in the appropriate educational classification in education. This includes a test of intellectual functioning, such as the Wechsler Intelligence Scale for Children –IV, Woodcock Johnson Tests of Achievement and/or Cognitive Abilities, Conners Behavior Ratings, Achenbach, Child Behavior checklist, Beck Youth Inventory, Beck Depression Inventory, Spielberger State Trait Anxiety Inventory, Scales of Independent Behavior-Revised (adaptive functioning measure). AFYC has and will continue to work with Robin McCallister, PhD., experienced in Clinical Psychology with an emphasis on psycho-metric testing and child and adolescent psychology. Attention to assessment, experienced, specialized educators, small youth to certified teacher ratio and a comprehensive behavior management system yield great success; on average, students enrolled at AFYC's school demonstrate a grade level increase of two years.

The following exceptionalities are frequently found within our student population:

1. Educable Mentally Handicapped (EMH)

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2. Trainable Mentally Handicapped (TMH)
3. Profoundly Mentally Handicapped (PHM)
4. Occupational Therapy (OT)
5. Speech Impaired (SI)
6. Language Impaired (LI)
7. Deaf or Hard of Hearing
8. Visually Impaired (VI)
9. Emotionally Handicapped formally called EH, but now it is referred to as Emotionally Behaviorally Impaired (EBI)
10. Severely Emotionally Disturbed (SED)
11. Specific Learning Disabled (SLD)
12. Gifted, Dual- Sensory Impaired
13. Traumatic Brain Injury (TBI) and O
14. Other Health Impaired (OHI).

The educators at AFYC are trained to work in a residential setting and are qualified to actively participate in Service Planning for each youth. Curriculum decisions are made to ensure remediation of basic skills as well as development of employability skills applicable in any vocation. Certified Teachers and an ESE Specialist are on staff to coordinate the education plans for all youth.

The central means for this curriculum is a state of the art computer-assisted instruction system called PLATO®. This is an individualized education program that allows all youth to progress at his or her own pace while enjoying immediate feedback regardless of age, aptitude and/or educational functioning level. Instruction is available across the curricular spectrum and includes pre-tests, guided practice, and post-tests. Teachers and Team Leaders will act as teaching facilitators who provide additional educational experiences and assistance to youth to increase their educational competencies. Youth will take the Basic Achievement Skills Inventory (BASI) and PLATO assessment tests upon arrival and/or other tests consistent with DJJ and DOE as part of their Needs Assessment. Along with cumulative school records, these tests will establish the level of academic functioning the youth possesses and will give the Service Plan an individualized, concrete basis for each youth to develop his own potential. In addition to daily assessment of skill acquisition, each youth will repeat the BASI as an exit requirement to show improvement. Exceptional Student Education (ESE) students will receive these services in accordance with an agreement between the Liberty County School Board and AFYC. Youth entering AFYC with an active Individual Education Plan (IEP) will have the plan reviewed, updated, and implemented as appropriate. Youth that qualify may choose to study for the Graduate Equivalency Diploma (GED). They will make an informed decision after consulting an academic-vocational counselor and considering the wishes of their legal guardians.

Supplemental Educational Programs offered include the Great Leaps Reading and Math programs, Breaking the Code Remedial Reading Program and weekly and daily individualized educational counseling sessions. Life Centered Career Education is a curriculum used at AFYC that is specifically designed for students who are developmentally delayed. The curriculum supports Special Diploma Options 1 and II. Including frame works for Daily Living Skills, Personal-Social Skills and Occupational Skills. The programs and sessions are specifically tailored to meet emotional goals and objectives on an

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individualized and age-appropriate basis. Youth are categorized in residence by age and in turn, attend classes in the same manner.

DAILY LIVING TRAINING:

AFYC will provide training and education to replace self-defeating interpersonal habits with effective, pro-social skills. This is accomplished through the AFYC Behavior Management System, cognitive behavioral therapy, and daily Life Centered Career Education (LCCE)

LCCE is a comprehensive class that teaches the student how to improve their daily living skills, social-emotional goals, and occupational skills.

Daily Living Skills Curriculum includes:

1. Hygiene
2. Bed making
3. Dressing
4. Medical education
5. Safety
6. Appropriate eating behavior

Social and Emotional Skills training includes:

1. Maintaining friendships,
2. Respect and
3. Understanding for others.

Occupational Skills curriculum focuses on:

1. Social security
2. Filling out job or loan applications
3. Working with a calculator to figure out gratuity
4. How one should act at a job interview and
5. Appropriate relationships with co workers

LCCE teaches our clients necessary skills for a higher quality of life.

Daily Living Skills are reinforced by the AFYC Behavior Management System which rewards appropriate display of pro-social skills by providing opportunities for the youth to earn points for appropriate behavior. Throughout the day, youth earn points for following the daily schedule, performing personal hygiene, and engaging in healthy relationships with peers. Additionally, the program provides the following:

Additional Point Earning Opportunities:

1. Up to 10 points may be earned in the following activities: Individual Counseling, Testing, Treatment Team, and Psychiatrist Visit.
2. 10 points are earned for participating and remaining on task during the entire activity.
3. Five points are earned for participating for at least half of these activities.
4. Zero points are earned for refusing to participate, sleeping, engaging in a behavior targeted for reduction, or being uncooperative for more than half of these activities.
5. Ten points for cooperating during a blood draw.
6. Five points for helping staff (up to twice daily).

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7. Five points for helping peers (up to twice daily).
8. Five points for engaging in exemplary behavior. (Up to twice daily, e.g. good table manners, remaining calm while other campers engage in undesired behaviors, etc.)

Education Social-Emotional Goal Points:

1. Forty points can be earned on weekdays under the Social-Emotional Goal section for attaining specific social-emotional goals.
2. One point per goal per period is earned, in which the goal is achieved for that period.
3. One additional point per period can be earned if they attain all three goals for that period. Thus, the camper may earn up to 40 additional points on weekdays in this section.

Daily living skills training will also be addressed with cognitive behavioral therapy under the supervision of Dr. Wonder and will remain a focus of treatment team and psychiatric staffing. Social Skills and Daily Living Skills training will address perception of non verbal social cues, appreciation of social expectations associated with a given situation, stress reduction training, discrepancies in perception, issues of pertinence, relevance, appropriateness, eye contact/gaze, appreciation of social expectations associated with a given situation, fostering generalization of learning strategies and social skills. Youth will receive daily living skills training seven days per week in addition to their LCCE curriculum during the educational day.

RECREATION AND LEISURE SKILLS TRAINING:

Recreational and leisure skills programming is delivered in a manner that ensures developmental appropriateness in order to support the youth's personal development and pro-social skills training. Recreational and Leisure Skills services are provided through a unique partnership with the Boys & Girls Clubs of America (BGCA). In 2007, the BGCA chartered the Boys & Girls Club of Tabula Rasa as the only organization in the country with the sole purpose of serving youth in Twin Oaks Juvenile Development residential facilities. The BGC of Tabula Rasa established a unit on the campus of AFYC and is fully integrated into the treatment services AFYC provides. The BGC of Tabula Rasa employs a Unit Director who possesses a Master's Degree in Psychology and a Recreation Therapist with over 5 years of experience with the JITP population. The BGC of Tabula Rasa utilizes the BGCA's lineup of tested and proven nationally recognized programs that address today's most pressing youth issues, teaching young people the skills they need to succeed in life. These programs include but are not limited to the areas of education, the environment, health, the arts, careers, alcohol/drug and pregnancy prevention, gang prevention, leadership development and athletics.

The premise behind the introduction of the Boys & Girls Club of Tabula Rasa into AFYC's milieu was a comprehensive initiative beginning with the end in mind. It is our intention to introduce the youth in our program to the services of the Boys & Girls Club, establish a sense of belonging and familiarity to BGC and subsequently transfer membership to the BGC in their community at the time of transition. In addition to running BGC programming and activities, BGC staff participate as active members of the youth's Treatment Team and are proactively engaged in the transition planning of the youth.

Unique to the services of BGC of Tabula Rasa is the awareness of the population they serve as opposed to the "traditional" Boys & Girls Club. To assess ability functioning and

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measure success the Comprehensive Evaluation in Recreational Therapy – Psych/Behavioral, Revised (CERT-Psych R) is regularly administered on each youth. The purpose of the CERT-Psych/R is to identify, define, and evaluate behaviors relevant to a person’s ability to successfully integrate into society using his or her social interaction skills. The CERT –Psych/R is one of the oldest functionally based assessments in the field of recreational therapy. Clients are evaluated at regular intervals to document the amount of change. The purpose of the scale is to provide a means of evaluating a client and of reflecting progress or lack of progress by the client while receiving recreational services. The scale is a part of the client’s file and provides essential information for the treatment team in developing and modifying the individual treatment plan. There are three areas being evaluated: General, Individual, and Group Performance. A total of 25 behaviors are identified and assessed. The ratings are from 0-4 with 0 being in the “typical/normal” range and 4 indicating a problem area: thus, the higher the score, the greater the problem severity with 100 being the highest possible score.

The category General includes:

1. Attendance
2. Appearance
3. Attitude toward therapy and
4. Posture

Individual and Group include:

1. Response to therapist
2. Decision making ability
3. Judgment ability
4. Ability to form individual relationships
5. Expression of hostility
6. Performance in organized activities
7. Performance in free activities
8. Attention span
9. Frustration tolerance level
10. Strength/endurance
11. Memory for group activities
12. Response to group structure
13. Leadership ability
14. Group conversation
15. Style of group interaction
16. Handles conflict in group
17. Competition in group and
18. Attitude towards group decisions

Scoring Chart

	Outstanding	Good	Functional	Problematic
General	0-1	2-3	4-5	6-20
Individual	0-1	2-5	6-10	11-40
Group	0-1	2-5	6-10	11-40

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An average of last year's data show youth at AFYC scored an aggregate average of 20% at entry and 7% at exit. This score places our campers in the "Problematic Range" at entry and the "Good Range" at exit. The percentage of students who demonstrated an increase in functionality was 95%.

VOCATIONAL TRAINING:

AFYC will provide developmentally appropriate opportunities for vocational training designed to support the juvenile's personal development, potential for employability and capacity to pursue individual goals for independent living upon the juvenile's maturity. Our plan for vocational programming at AFYC consists of a working relationship with Florida Department of Education, Division of Vocational Rehabilitation, Life Centered Career Education (LCCE) Curriculum and vocational training programs that teach students the processes and systems of operations in: a grocery store, landscaping and irrigation, hotel housekeeping, laundry services and basic construction.

The vocational training program at AFYC begins with an assessment of the students' vocational interests and abilities by utilizing the Reading Free Vocational Inventory: 2, and the Life Centered Career Education Knowledge Battery and Florida's Initial Alternate Assessment.

Secondly, all youth receive daily pre-vocational training through the LCCE Curriculum with topics including: Knowing and exploring occupational options, selecting and planning occupational choices, exhibiting appropriate work habits and behavior, seeking, securing and maintaining employment, exhibiting sufficient physical and manual skills, and obtaining specific occupational skills.

Thirdly, age appropriate youth will be trained in various aspects of:

1. Grocery store operations - curriculum includes training in stocking shelves, caring for produce, cashier, and custodial operations. The facility is working with a local grocery store for training materials and experience in this field.
2. Landscaping and irrigation – curriculum includes training in basic plant care, basic ornamental techniques and basic irrigation.
3. Hotel housekeeping – curriculum includes training in such areas as making beds, cleaning, vacuuming and dusting.
4. Laundry services – curriculum includes training in sorting in order to prevent cross contamination, washing, drying, folding and distribution of clothing and linens.
5. Basic Construction – curriculum includes training in wood finishing and staining, painting and trim.

AFYC will continue to work in partnership with the Florida Department of Education, Division of Vocational Rehabilitation to ensure the youth's vocational needs, including transition to their home community, is met. Vocational Rehabilitation provides services that are based on the needs of the students seeking employment through career planning, job placement, follow-up, and or other services deemed necessary to reach the employment goal. Currently, Florida Vocational Rehabilitation Counselors attend eligible youth's Individualized Education Plan Meetings, Monthly Vocational Counseling, and serve as liaisons to Project Connect liaisons that have assisted with transitions back into the youth's home communities. The partnership between AFYC and Division of Vocational Rehabilitation has already resulted in placement of our clients in jobs upon discharge.

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**Apalachicola Forest Youth Camp
Secure Residential
Concepts, Tools, Strategies and Approaches**

FACILITY PERIMETER SECURITY:**Escape-Free:**

The facility perimeter will ensure security at all times, including staff and visitor access control, key control, and any necessary equipment and procedures to prevent and intervene in escape attempts. During the last contract period, there were no successful escapes whereby youth left the campus. The facility location, procedures, and security measures not only deter absconding, but provide a means for immediately retrieving youth who may successfully leave the fenced area. However, our belief is that the true prevention of escapes comes from providing quality supervision of clients combined with positive interaction by staff as well as effective programming. All staff receive training during orientation on prevention and intervention in escape attempts.

Physical Location:

Our location in itself is one of our best security measures: located in the heart of the 560,000 acre Apalachicola National Forest, we are located in an extremely remote area. Should a juvenile manage to leave the secure area, we would notify the sheriff's department who would in turn respond by arranging for tracking dogs to come to our facility promptly to track and return the juvenile to the facility.

Secure Buildings:

There is only one entrance into the secure residential fenced area. This entrance consists of a hallway with a locked door at each end of it. One of these two locked doors must be locked before the other can be opened. This prevents juveniles from being able to run past staff to get out of the facility. It also provides an area to search juveniles and visitors before they enter the facility.

A fourteen (14) foot galvanized fence encloses the entire facility. At the top of the fence are four (4) strands of barbed wire inverted at a 45-degree angle to prevent juveniles from escaping over the fence.

Visitors to AFYC are limited to authorized officials from DCF, DJJ, youth attorneys, court officials, Juvenile Probation Officers, Advocacy Center staff and families. Visitation is conducted in the facility dining hall on Sundays. Exceptions are made for family members who cannot attend during normal visitation hours.

Staff to Youth Ratio:

A direct care staff to juvenile ratio of 1:4 ensures successful monitoring and intervening in the event of an escape attempt. The additional staffing will ensure that minimum coverage requirements are met when additional special juvenile one-to-one observations are required.

Contraband Aware:

The facility will ensure that youth do not have possession of contraband items such as sharpened objects or items to use as a weapon or make shift key. Juveniles will be

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searched according to Departmental guidelines and policy as part of the admission policy and at other times when there is just cause to believe contraband may be concealed. Searches of juveniles shall always be performed by two staff members of the same sex as the juvenile.

Safety Inspections:

Weekly safety inspections will be completed and documented to ensure that windows, doors, and locks are functioning properly. All staff will be knowledgeable of and follow all established guidelines for responding to emergency situations including but not limited to escapes, juvenile disturbances, and medical emergencies.

Key Control:

The Maintenance Mechanic and chair of the Health, Safety, and Risk Management Committee is an accomplished locksmith and is designated as the Key Control officer. He shall maintain a master key inventory in a secured area of the administration building. Restricted keys for personal property storage, food storage, medical storage and the maintenance areas shall be stored in the locked key box in the Maintenance Mechanic's office in the administration building. Staff shall not exchange or use other staff's keys. Supervisors are responsible for documenting staff key assignment. When not in use the keys are maintained in a lock box in the Shift Supervisors' office. Possession of permanent issue keys is limited to Administrative Staff. Written authorization is required for any permanent issue key. Each key ring shall have a code number. Exit door keys shall be marked for easy identification and use for emergencies. Lost, misplaced, or damaged keys shall be reported immediately to the supervisor in charge of the shift. The supervisor in charge shall initiate an investigation and document his findings in a report to the Director or Designee.

In the event an employee takes a key home without authorization, the supervisor in charge of the shift shall immediately contact the employee and instruct them to return the key to the facility immediately. Documentation of the incident shall be provided to the Director or Designee. Maintenance Mechanic shall document the contents of each ring of keys issued to each staff member. Keys to the personal property room and medication boxes are restricted to Supervisors and Nurses.

FACILITY INTERNAL SECURITY:

Even though AFYC is a secure facility, the physical appearance of buildings is non-institutional. Every effort is made at AFYC to create a safe and homelike atmosphere. To ensure the privacy and personal dignity of clients, they are provided with a single occupancy bedroom. Youth rights posters are located in conspicuous areas within the cabins and youth are encouraged to report any incidents where they believe they were mistreated or abused.

Individual Bedrooms:

The facility provides individual bedrooms with one way locks that always permit the youth to leave his or her bedroom but does not allow anyone to enter without a key. This ensures that while the youth has complete freedom of movement in or out of the bedroom, only authorized personnel can enter. This effectively reduces bullying and assault in that a youth cannot enter a bedroom unless it is his or her own. The individual bedrooms,

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advanced surveillance system, 1:4 ratio, and key control measures ensure youth safety and security. While previous providers of this program were plagued with youth to youth sexual contact incidents, AFYC has had no incidents of sexual battery in the six years of this program's existence.

Youth Counts:

Staff members shall conduct a formal youth count at shift change at 8:00 am and 8:00pm and before and after any movement from one area to another. The Shift Supervisor is responsible for all counts. Informal counts are conducted during all periods by assigned staff, seven days a week. During informal youth counts, youth shall be accounted for by assigned staff documented in the log book as appropriate.

Night-Time Supervision:

Night shift staff will do 15 minute face checks by observing each youth and documenting on daily time check sheet. The Director or designee shall be provided with up to date information on all youth movements (Dr. appointments, court hearings, etc.). In emergency situations, staff members shall conduct a sight and sound emergency count after securing youth in a safe position/area. Emergency situations may include but not limited to:

1. Reasonable belief that a youth is missing
2. Major disturbance or riot
3. Power failure
4. Disasters
5. Fire or Fire Drills
6. At other times as deemed necessary by the Supervisor

All admissions, releases, transfers, leave of absences and appointments will be reflected in the Supervisor log book (Daily Operations Log).

Shift Meetings:

Daily Shift Meetings will occur at the beginning of each shift between the in-coming staff and Supervisor with the out-going Shift Supervisor. The Main Facility Log Book located in the Shift Supervisor's Office will be used to review the events of the day that could impact the in coming staff and recommendations based on the individual needs of the youth for that particular day. The meeting and listing of participants will be documented in the Main Log Book.

FACILITY SURVEILLANCE:

Digital Sentry, the surveillance system in place at AFYC, is a video management system that features synchronized playback from up to 16 cameras simultaneously, configurable alarm and motion recording, digital zoom on live and recorded video and SmartSearch Technology that searches through recorded video for motion in specific areas.

This state of the art system also allows for inverse functions which allow for easy monitoring of night time events, the ability to print images as they happen in real time and graphical searching that allows identification of out of the ordinary trends.

The facility is configured with Seventy-four (74) cameras and microphones, enabling all client areas to be seen, heard, recorded, and have searchable data stored for one year.

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With the exception of bathrooms and bedrooms, all areas of the facility and grounds are under continual surveillance. The System features an Integral RealVue DVR with thirty-two channels and 500GB of internal data storage, high resolution cameras with security wall mounts, fiber optics, an archival system with 42.5 Terabytes of memory for the Integral DVR system which records both visual and audio. This archival system allows for data to remain intact and searchable for up to twelve months; significantly longer than typical systems. Installation for this system was provided in full accordance with the National Electrical Code, the BICSI Telecommunications Cabling Installation Manual, the SI Telecommunications Distribution Methods Manual, and all ANS/TIA/EIA standards.

Video surveillance is and will be an integral part of operations at the program. With applications including but not limited to:

1. Reviewing incident reports to ensure that they are reported and documented comprehensively and correctly
2. Monitoring daily staff operations such as 15 minutes night time bed checks
3. Investigating complaints; internally and for the Child Protection Unit
4. As a training tool for staff; the trainer can easily show the staff member audio and visual of events to review PCM compliance, verbal skills, and procedure review

PERSONAL SAFETY:

AFYC will continue to establish, train, and monitor compliance with procedures for preventing, responding to and intervening in instances of imminent harm to the juveniles and staff. These procedures will include reliance on the use of alternative and the least intrusive interventions as required by Rule 65E-9 F.A.C.

Seclusion Restraint Free Environments:

The understanding of trauma, how it affects AFYC youth, and impacts crisis intervention is a key component to the program's commitment to implementing a Seclusion/Restraint Free Environment. These practices are detrimental to the recovery of persons with mental illnesses. Too often, the use of seclusion and restraint results in reinforcing existing trauma and new injury. Seclusion/Restraint Free Environments are built on the concept that recovery and wellness are essential in providing alternatives to the use of seclusion and restraint. Individuals must be treated with respect. The use of seclusion and restraint strips a person of dignity, privacy, and potentially, safety. When a person is put in restraints, it implies that he or she is less than human. Everyone's human rights are cheapened when the dignity of a vulnerable person in society is ignored. The use of seclusion or restraints does nothing to advance an individual's recovery, resilience, or self-determination, but has the opposite effect.

The key components of the Seclusion/Restraint Free initiative are:

1. Seclusion and restraints are exceptional and extreme practices for any consumers and must be the intervention of last resort.
2. Staff must work with the consumer to end seclusion and restraints as quickly as possible.
3. The treatment plan must include specific interventions to avoid seclusion and restraint.
4. Consumers and staff must be debriefed after every incident and treatment plans must be revised.

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5. Staff must be trained with competency based evaluations at regular intervals in de-escalation techniques.
6. Highly structured activities
7. On going, consistent coaching and training for direct care staff
8. Safety Plans developed with the youth to foster de-escalation and support the youth in learning illness self-management by identifying emotional triggers and environmental stressors that can lead to conflict or lack of emotional control
9. Comfort Rooms as retreat areas if they recognize early triggers and need to calm or de-stimulate. Staff shall be trained on the use of de-escalation techniques and adequate use of space provided
10. Cultural change conducive to expedited youth recovery, discharge, and community reintegration. Seclusion and restraints are no longer considered the acceptable first response to aggressive or self-injurious consumer behavior.

Discussion, persuasion and appropriate verbal interventions will be the desired response to violent or escalating aggression in youth. Physical restraint will be the last resort in responding to violent youth. A certified trainer on Professional Crisis Management will train all treatment and custody staff. The training will include verbal as well as physical interventions.

PCM/Competency Based intervention:

All staff are trained in Professional Crisis Management (PCM). This program was developed by Certified Behavior Analyst, Neal N. Fleisig, M.S., C.B.A., who has over a decade of experience in treating severely violent and aggressive children and adults. He is the Executive Director of the Professional Crisis Management Association and author of Professional Crisis Management. Mr. Fleisig has specialized expertise in behavior management systems, and is a Certified Behavior Analyst in the State of Florida.

Professional Crisis Management is a systematic approach for reducing violent and aggressive behavior. It is a detailed and highly systematic approach to crisis management. All strategies and procedures utilized in PCM are carefully described and defined. In addition, all PCM procedures are implemented in a precise fashion according to specified criteria. Detailed decision making trees and flow diagrams are provided throughout the program. PCM's "step-by-step" approach to crisis intervention eliminates much of the "guess work" and subjectivity that is often involved in other less rigorous and less systematic intervention systems. PCM is a highly flexible program that can be adapted for use with a wide range of populations in a variety of facilities and settings.

PCM is not a new approach to crisis management. The system has evolved over the course of more than a decade of practical application and hands-on experience. Currently, PCM is being used in: in-patient facilities; outpatient facilities; regular classrooms; classrooms for exceptional students; day treatment centers; and vocational programs. PCM can be utilized with both children and adults. One reason that PCM is highly effective is that the procedures included in the system are based on solid scientific principles for changing behavior. In particular, PCM draws upon the scientific research and findings that have emerged from applied behavior analysis. The scientific underpinnings of PCM are a hallmark of the system and a characteristic that sets it apart from other less rigorous crisis intervention programs.

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Prevention and Intervention:

All procedures contained in PCM are designed to maintain the highest respect for human dignity and choice. PCM does not contain any procedures that are insulting, degrading, or personally derogatory. In addition, the system focuses on prevention rather than intervention and utilizes a least restrictive model for implementing crisis procedures. This model assures that individuals are only subjected to the minimum amount of restriction and intervention necessary to control or contain their behavior. As soon as an individual begins to behave in an appropriate manner, restrictive procedures are quickly and systematically removed. Throughout the course of crisis intervention, the individual is continually given the freedom to "make choices" and to decide to behave in a more appropriate fashion. This freedom to choose helps assure that all individuals maintain a maximum amount of dignity and "self determination".

As the title of the system suggests, all of the techniques and procedures incorporated into PCM are designed to be "painless," and have been carefully developed so as to avoid the use of physical pain or awkward positioning to control or de-escalate behavior. The inclusion of painless procedures only, contrasts markedly with other systems of crisis intervention that often utilize awkward positioning or manipulations of muscles or joints in order to control and manage crisis behavior.

PCM is a dynamic system of crisis management. The specific procedures used in any given situation depend upon a number of changing factors which must be taken into account when deciding when and how to intervene. Although the decision making process can be complex, PCM simplifies the process by arranging procedures according to a hierarchy (from least to most restrictive) and by providing well-defined guidelines and decision making rules for moving from one procedure to another. The result of this dynamic organization of procedures is that individuals in crisis tend to de-escalate very rapidly and return as soon as possible to their pre-intervention activities and facility wide behavioral programs.

PCM gives precise instructions for when and how to intervene in any given situation. As a result, there is very little room for errors of judgment which result from individual interpretation. Practitioners are trained to implement PCM procedures in a precise manner, and to follow the detailed instructions and examples that are provided during training.

PCM is a comprehensive and integrated system of procedures designed to deal with the full range of factors that are involved in crisis situations. PCM incorporates four major components: prevention, de-escalation, intervention, and post-crisis intervention. The prevention component focuses on preventing crisis situations before they occur. The de-escalation component targets pre-crisis behaviors using nonphysical, verbal strategies to facilitate a quick return to stable, on-task behaviors. The intervention component focuses on handling crisis situations when they occur. Finally, the post-crisis intervention component focuses on dealing with the results and aftermath of the crisis situations after they have occurred.

PCM procedures were designed to provide more or less immediate information (i.e. "feedback") to individuals regarding the appropriateness of their behavior and level of physiological arousal. Once this information has been made available to the person, he/she

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can begin to make choices and learn to control his/her behavior. This detailed feedback is a unique feature of PCM and it is the major reason why the system is so effective.

PCM is designed to augment and facilitate existing facility-based behavior management systems that incorporate procedures such as time-out. Although PCM does not teach time-out per se, it provides participants with the knowledge and tools necessary to implement time-out in a manner that will prevent escalation of behavior to higher magnitudes. If crisis behaviors do escalate during attempts to implement time-out, PCM crisis procedures for transportation can be utilized to ensure that existing time-out programs can be implemented in a safe and effective manner.

When a youth is escalating toward aggression or has become physically aggressive, staff shall use the least amount of force necessary to bring the situation under control to prevent injury to the youth, other youth, staff or property. Once a physical restraint has been implemented, the staff immediately notifies the nurse: medical assessment is the immediate priority in any event in which force is used. Should injury occur, the event is immediately ended and medical attention is provided. Following the event, the youth is not required to complete a time out or seclusion.

Circumstances for when force may be used include but may not be limited to:

1. Youth on youth assault (fighting)
2. Youth assault on staff
3. Destruction of property
4. Youth engaging in self-injurious behavior
5. Escape attempts

Verbal intervention will be the first course of action unless doing so would endanger others. Staff must remain calm and always use a neutral voice when confronting an aggressive youth. Staff must display confidence and understanding while remaining in control of the situation. Use of physical force is the last resort.

Except in an emergency where there is immediate danger to staff or other youth, authorization of the shift supervisor on duty is required prior to the use of physical force. Authorization of the supervisor on duty is required prior to the use of mechanical restraints.

All incidents of violence or aggression shall be documented in the daily operations log and in the youth's chronological record. An Internal Incident report shall be completed when physical or mechanical restraint is used and shall be submitted within 2 hours of the incident or the next administrative workday if the incident occurred on the weekend or holiday.

Particular areas of concern include but are not limited to:

Staff on youth abuse:

AFYC strictly adheres to guidelines that have been established to ensure the compliance with Department of Children and Families and the Agency for Health Care Administration requirements for child abuse reporting. These requirements specifically address training in abuse reporting, allowing youth to have unfettered access to the abuse hotline, and to ensure a written procedure is established for the immediate protection of the alleged victim.

Exhibit G

In addition to telephones in private areas for youth to use in calling the Child Protection Unit, staff members are specifically trained to ask youth after any time out, seclusion, or restraint event, "would you like to contact the abuse hotline?" As an added measure, youth are then asked separately in treatment team if they would like to report any abuse. This system provides an opportunity for the youth to think about the event (the youth may not be thinking clearly after a physical intervention) and for the youth to interact with a non direct care staff member.

Any staff person who observes or has knowledge of alleged abuse or neglect shall immediately notify the Florida Abuse Hotline. Failure to report alleged abuse or neglect is a violation of law (second degree misdemeanor) and also will result in disciplinary action against the employee. For serious incidents, the DCF contract manager, AHCA, and must be notified immediately during normal work hours. Incident reports (Major) shall be faxed or e mailed to the contract manager, AHCA, and put in the Substance Abuse Mental Health Significant Event Tracking System within proper time frames.

It is the policy and practice of AFYC to immediately terminate from employment any staff member who has been found to be abusive or to have used excessive force.

Data is also utilized to prevent staff to youth abuse. Each month, the facility will continue to monitor data gathered from incidents, time outs, seclusions, and restraints. Data will be organized by youth (participant), staff, shift, time of day, and related events. Any staff member who is found to have a pattern of physical interventions with the youth will be reviewed and investigated. This investigation will be completed internally and externally by contacting the Child Protection Unit.

All staff are trained in Professional Crisis Management (PCM). This program was developed by Certified Behavior Analyst, Neal N. Fleisig, M.S.,C.B.A., who has over a decade of experience in treating severely violent and aggressive children and adults. He is the Executive Director of the Professional Crisis Management Association and author of Professional Crisis Management. Mr. Fleisig has specialized expertise in behavior management systems, and is a Certified Behavior Analyst in the State of Florida.

Professional Crisis Management is a systematic approach for reducing violent and aggressive behavior. It is a detailed and highly systematic approach to crisis management. PCM procedures are implemented in a precise fashion according to specified criteria. Detailed decision making trees and flow diagrams are provided throughout the program.

Prevention and Intervention:

All procedures contained in PCM are designed to maintain the highest respect for human dignity and choice. PCM does not contain any procedures that are insulting, degrading, or personally derogatory. In addition, the system focuses on prevention rather than intervention and utilizes a least restrictive model for implementing crisis procedures. This model assures that individuals are only subjected to the minimum amount of restriction and intervention necessary to control or contain their behavior. As soon as an individual begins to behave in an appropriate manner, restrictive procedures are quickly and systematically removed. Throughout the course of crisis intervention, the individual is continually given the freedom to "make choices" and to decide to behave in a more appropriate fashion. This

Exhibit G

freedom to choose helps assure that all individuals maintain a maximum amount of dignity and "self determination".

As the title of the system suggests, all of the techniques and procedures incorporated into PCM are designed to be "painless", and have been carefully developed so as to avoid the use of physical pain or awkward positioning to control or de-escalate behavior. The inclusion of painless procedures only, contrasts markedly with other systems of crisis intervention that often utilize awkward positioning or manipulations of muscles or joints in order to control and manage crisis behavior.

Finally, all incidents are documented and then reviewed via the camera system by the Shift Supervisor. By reviewing the cameras, the facility ensures that abuse events are not misreported or misrepresented. Any excessive force or abuse found on camera results in immediate termination.

Youth on youth assault:

To prevent both physical and sexual assault, AFYC will continue to employ individual bedrooms with one-way locks that allow a youth to leave their bedroom at any time but prevents anyone but staff from entering, a state of the art surveillance system, and proper staffing ratios. AFYC staff are trained yearly and quarterly in Professional Crisis Management and the Behavior Management System. This training focuses directly on youth protection and staff's on going response to youth violence. Youth who are physically assaulted will be assessed and treated by medical staff and then participate in individual counseling with the psychologist, behavior analyst, or master's level counselor. Youth will have the opportunity to speak with their parents or guardians about the event in a separate debriefing that will occur with involved staff and youth. Environmental solutions will always be considered, i.e., moving youth from their assigned cabins in order to protect a youth or to interrupt a "bullying unit". Youth who have been assaulted by other youth will be reminded by staff that they are able to contact the Child Protection Unit/Abuse Hotline at any time to report "Failure to Protect".

Youth on staff assault:

Staff are trained in prevention, de-escalation, crisis intervention and post crisis intervention during PCM training. Despite intensive, ongoing training and certified programming to address aggressive behavior in place, staff are aware that they may become injured. In the event that a staff is injured, they will receive immediate medical care by a Registered Nurse at the facility. Based upon the severity of the injury, the staff member will either receive treatment "in house", at Patient's First, or Calhoun-Liberty Hospital. Any treatment indicated beyond minor scratches and bruises will require the filing of a worker's compensation claim.

Following the event, the staff member will participate in a debriefing with the Shift Supervisor and, if indicated, with the facility clinical staff. Staff who have been physically injured by a youth will have the opportunity to switch to a different post. The decision to change posts will be made jointly by the Shift Supervisor and the injured staff.

Exhibit G

Youth self-injury up to and including attempting suicide:

All youth admitted to AFYC will have a mental health screening and suicide assessment. The Clinical Director will be responsible for training staff to recognize the signs of parasuicidal, suicidal and self-inflicted injury behavior. All parasuicidal behavior, suicidal behavior, and self-inflicted injury behavior will be taken seriously, prompt secure action will be taken, and the emergency response system will be initiated.

The case manager will review the record for information and suicide assessments and observe any scars, tattoos, or other skin blemishes which could suggest borderline traits, or Suicidal Behavior/Self Injurious Behavior (SB/SIB) history. In the event that the screening detects a propensity for SB/SIB activity, the youth will be assessed for risk by the Clinical Services Director.

Staff will be trained to observe youth for verbal and behavioral cues that indicate a suicide risk. In the event that staff notice any signs of depression, comments suggestive of SB/SIB ideas, intent, or impulse, they will immediately place the youth under one-to-one proximate monitoring. Proximate means no more than arm's length distance between the youth and his monitor. Youth placed on 1:1 status will have constant monitoring with documentation in fifteen minute intervals. The youth will remain on 1-1 observation until evaluated and released by the Psychiatrist or the Clinical Services Director.

Suicidal Behavior During an Intervention:

Each seclusion room at AFYC is equipped with mattress and a blanket that is impossible to tear and use for self injurious intent. If a youth displays self injurious behavior during a time out or seclusion, for example, hitting his or her body part against the wall with sufficient force to cause damage, the staff will intervene immediately to prevent harm. If once the restraint has ended, the Shift Supervisor implements Suicide Precautions including 1:1 monitoring status and a behavioral referral is completed. The decision to remove a suicidal youth from precautionary 1:1 monitoring status will be made by the Clinical Director or Registered Nurse.

Exhibit H
**Apalachicola Forest Youth Camp
Abuse and Incident Reporting
Programmatic Concepts, Tools, Strategies and Approaches**

ABUSE AND INCIDENT REPORTING:

AFYC will comply with the requirements of Chapter 39 Part II, F.S. and Section 394.459 F.S. for mandatory reporting of instances of child abuse, with the requirements of the department's Operating Procedure CFOP 155-25 on Critical Event Reporting in State Mental Health Treatment Facilities, and with the requirements of Rule 65E-9.012(3) Rights of Children-Child Abuse and Neglect. Youth shall have unimpeded access to the telephone for self reporting of alleged abuse to the Florida Abuse Hotline. All staff are trained at orientation and annually thereafter to recognize the signs of abuse and reporting methodology. Any staff person who observes or has knowledge of alleged abuse or neglect shall immediately notify the Florida Abuse Hotline. Failure to report alleged abuse or neglect is a violation of law (second degree misdemeanor) and also will result in disciplinary action against the employee.

Youth are reminded of their rights to call the Abuse Hotline after any behavioral intervention. At Treatment Team, juveniles will again be asked if they would like to report any abuse incidents or events that happened during the week. This gives youth the opportunity to report an event to a neutral staff member in a clinically safe environment.

All incidents are documented on an incident report that is then reviewed by a Shift Supervisor using the surveillance system to ensure that the event was reported correctly. Any deviation from the report or observation of inappropriate physical intervention will result in the facility automatically contacting the Child Protection Unit and suspending the staff member pending investigation. Per 65E-9, the facility will ensure protection of the youth and staff will not return to work until the investigation has been closed by the CPI unit or by AHCA. Findings of abuse by either the department, AHCA or the facility will result in immediate termination from the program. Terminations due to abuse will result in a call to the victim (youth's) parent and the completion of the Statewide Incident Tracking System report.

AFYC shall report all incidents as outlined in the Department of Children and Families Operating Procedure for incident reporting. The program will forward all external incident reports to the Agency for Health Care Administration, and will report all instances of time out, seclusion, and restraint to the Agency for Persons with Disabilities.

All incidents will be documented, reported, and analyzed by the Close the Loop Process. Through this system, the incident data is reviewed addressed with a behavioral plan, individual treatment goal revision, or systems change. Incidents are filed by the data coordinator with a copy placed in the youth record.

The Data Coordinator will maintain a separate file for incident reports. This employee will also oversee the entering of the incident report into the facility database and furnish a report to the Quality Team for review, analysis, and possible corrective action. The Quality Team shall ensure that all incident reports are complete and documented within the proper timeframe.

Exhibit H

Each month, the Clinical Services Director or designee will submit a report of all time out, seclusions, and restraints involving clients adjudicated as incompetent to proceed due to mental retardation to the Agency for Persons with Disabilities Program Office.

The Director will function as the Quality Assurance Manager and will maintain an active Quality Team. This team shall consist of the Assistant Director, Clinical Services Director, Director of Educational Services Director, Director of Nursing, Behavior Analyst, Maintenance Supervisor/ Health, Safety, and Risk Management Officer, Data Coordinator. This Quality Team will implement the "Close the Loop" process as detailed:

Staff having first hand knowledge of the event immediately starts by completing of the incident report. The completed incident report is received by the Director, Assistant Director, Clinical Services Director and Behavior Analyst within 72 hours. Data related to the incident is entered into the database. A monthly report is generated and given to members of the Quality Team who will review and analyze trends, patterns, and issues that require intervention or corrective action. The Quality Team members gather feedback from their respective departments as needed. For those persons identified as having three or more events during this monthly period, the Behavior Analyst, Clinical Services Director, or other applicable professional staff will determine corrective actions based on the root causes of the incident and or suitable medical/behavior intervention to reduce and remove the cause for possible reoccurrence of the incident for each individual. Quality Team's corrective actions, interventions, or determinations that corrective actions are not needed, will be sent to the Treatment Team for inclusion with the youth's Treatment Plan or Incident Report section of the youth file. Youth with three or more seclusion and two or more restraint events will have an individualized behavior plan implemented or a modification of the Treatment Plan designed to aggressively reduce these events.

Staff who have been involved in more than three incidences per month will be reviewed by the Quality Team Department Heads responsible for their supervision. Corrective Actions or the determination that a Corrective Action is not needed will be documented by the Quality Team and placed in the employee's personnel file. The number of times a client has been restrained or placed in seclusion will be noted during each biweekly treatment team. If two or more incidents of seclusion or restraint of a particular client are necessary within a 24-hour period, the youth's Treatment Team will address and include a statement concerning these incident patterns. For persons with three or more incidents within three consecutive months, the youth's Treatment Team will address and include a statement concerning these incident patterns.

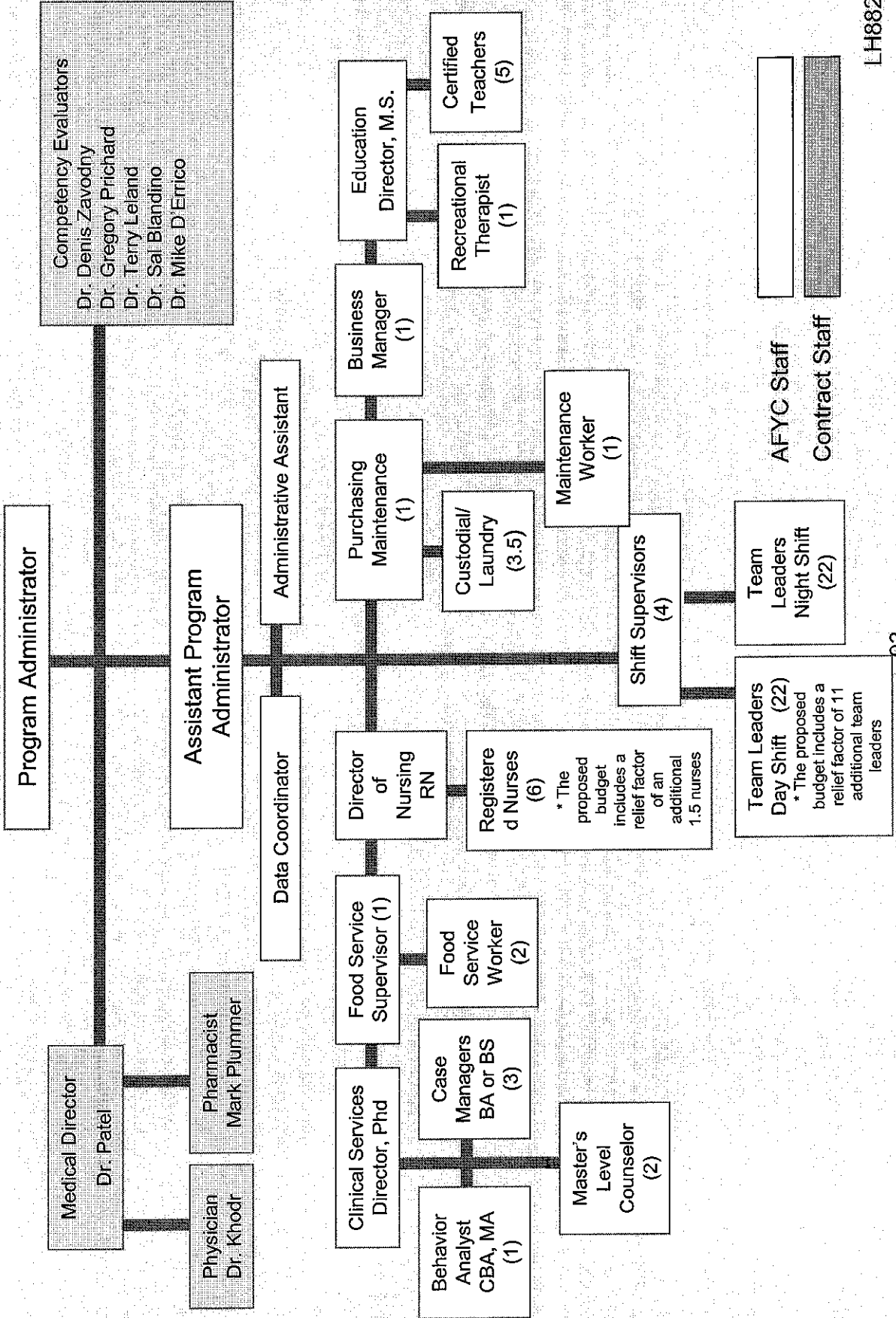
The time out, seclusion, restraint, and incident report data, along with corrective actions will be presented at the facility's Management Meeting, the Quality Improvement/QI meetings, and in the AFYC Quarterly Report. The Quality Team will furthermore:

1. Review the quality and accuracy of documentation in 5 youth records per month using the Peer Review Records Audit Instrument.
2. The Maintenance Supervisor will complete weekly safety inspections and document these on the Safety Inspection Log.
3. The Assistant Director will review the assigned cases of the Case Managers once quarterly and document these reviews by signature on the Performance Plan.



Exhibit I

AFYC Organizational Chart



**Exhibit J
AFYC
SAMPLE MONTHLY
SCHEDULE**

JULY		Monthly Schedule														August													
		6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2
		S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Name	Program Administrator	od						od	od						od	od						od	od						od
Name	Assist. Program Adm.	od						od	od						od	od						od	od						od
Name	Business Manager	od						od	od						od	od						od	od						od
Name	Administrative Assist.	od						od	od						od	od						od	od						od
Name	Data Coordinator	od						od	od						od	od						od	od						od
Name	Clinical Director	od						od	od						od	od						od	od						od
Name	Director of Nursing	od						od	od						od	od						od	od						od
Name	Behavior Analyst	od						od	od						od	od						od	od						od
Name	Counselor, MA	od						od	od						od	od						od	od						od
Name	Counselor, MA	od						od	od						od	od						od	od						od
Name	Recreation Therapist	od						od	od						od	od						od	od						od
Name	Case Manager	od						od	od						od	od						od	od						od
Name	Case Manager	od						od	od						od	od						od	od						od
Name	Case Manager	od						od	od						od	od						od	od						od
Name	Educational Serv. Director	od						od	od						od	od						od	od						od
Name	Certified Teacher	od						od	od						od	od						od	od						od
Name	Certified Teacher	od						od	od						od	od						od	od						od
Name	Certified Teacher	od						od	od						od	od						od	od						od
Name	Certified Teacher	od						od	od						od	od						od	od						od
Name	Purchaser/Maintenance	od						od	od						od	od						od	od						od
Name	Maintenance	od						od	od						od	od						od	od						od
Name	Custodial/Laundry	od						od	od						od	od						od	od						od
Name	Custodial/Laundry	od						od	od						od	od						od	od						od
Name	Custodial/Laundry	od						od	od						od	od						od	od						od
Name	Food Service Supervisor	od						od	od						od	od						od	od						od
Case Managers work one weekend each month																													
One Custodial/Laundry Worker will work each weekend																													

Exhibit J
AFYC
SAMPLE MONTHLY
SCHEDULE

		Monthly Schedule												August																	
		6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2		
		S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
Night Shift 1 Night Shift 1	Name Shift Sup		od				od	od				od	od									od	od								
	Name Team Leader		od				od	od				od	od										od	od							
	Name Team Leader		od				od	od				od	od										od	od							
	Name Team Leader		od				od	od				od	od										od	od							
	Name Team Leader		od				od	od				od	od										od	od							
	Name Team Leader		od				od	od				od	od										od	od							
	Name Team Leader		od				od	od				od	od										od	od							
	Name Team Leader		od				od	od				od	od										od	od							
	Name Team Leader		od				od	od				od	od										od	od							
	Name Team Leader		od				od	od				od	od										od	od							
Name of Nurse		od				od	od				od	od										od	od								
Night Shift 2 Night Shift 2	Name Shift Sup																														
	Name Team Leader																														
	Name Team Leader																														
	Name Team Leader																														
	Name Team Leader																														
	Name Team Leader																														
	Name Team Leader																														
	Name Team Leader																														
	Name Team Leader																														
	Name of Nurse																														

The proposed budget includes a relief factor of 1.5 additional Nurses and 11 additional Team Leaders. These staff will be used as needed to cover vacations, call-ins, injuries and special situations such as one-on-ones

Exhibit K
**Apalachicola Forest Youth Camp
Training Plan
Concepts, Tools, Strategies and Approaches**

INTRODUCTION:

Training is critical to the development of Apalachicola Forest Youth Camp (AFYC) staff and for the successful and effective operation of the program. Working with special needs and dually diagnosed clients requires staff competencies which range from supervision and control to the provision of rehabilitative treatment. In order for staff to be successful, they need adequate training to gain the competencies required for their job functions. AFYC is committed having a highly trained staff to ensure that we provide quality services to the Department of Children and Families and to the juveniles we serve. The development of our staff is of utmost importance to AFYC.

RESPONSIBILITY:

It will be the responsibility of the employee's Supervisor to facilitate the registration and attendance of their staff at ongoing training and staff development activities which meet both the individual program and overall agency requirements. Staff development/ training activities will be available to all administrative, professional support staff and volunteers. Compliance monitored by the Administrative Assistant and it will be the Program Director's responsibility to ensure the agency is meeting the training standards and requirements of governmental statutes, administrative rules, and operational contracts. A training file will be maintained by the Administrative Assistant for each employee and volunteer. Each file must include employee name, position title, training subject, date completed and the signature of the instructor.

MANDATORY TRAINING:

All full time employees must attend mandated trainings during his/her probationary period and at annual updates. Any employee or volunteer who provides direct services to clients and whose regular work schedule is 32 hours per week or more shall receive a minimum of 40 hours of documented annual training related to their duties and responsibilities. Attendance at training will facilitate the completion of the required AFYC Competency Packet for direct service staff. The following is a list of mandatory training:

1. Program Orientation and Annual Retraining: Administrative

Training Book 1 of 7

- a. Payroll and Time Sheets
- b. Benefits and Insurance
- c. Worker's Compensation/Job Safety
- d. Drug-Free Workplace
- e. Review and signoff on individual job descriptions and responsibilities
- f. Program and Agency Policies and Procedures
- g. Personnel Policies and Procedures
- h. Security requirements and procedures
- i. Child abuse reporting/Protection of Children's Rights/ Code of Ethics
- j. Confidentiality
- k. Federal and State Laws governing AFYC

Exhibit K

2. Program Orientation and Annual Retraining: Operations*Training Books 2 & 3 of 7*

The training information contained in Books 2 & 3 is necessary, but not required in ACHA standards. These books cover a variety of internal operating issues, such as but not limited to:

- a. facility cleanliness
- b. records
- c. admissions
- d. documentation
- e. dress code
- f. log books
- g. vehicle use
- h. tobacco use
- i. facility visitation
- j. contraband
- k. weekly fire and safety inspections

3. Program Orientation and Annual Retraining: Safety*Training Book 4 of 7*

- a. Disaster preparedness and evacuation procedures
- b. Fire Safety
- c. Emergency procedures
- d. Violence prevention and Suicide precautions
- e. First Aid/CPR: Training book 4; video, and meet with RN
This training is required for all direct service staff during the first 2 months (8 weeks) of employment and is offered throughout the year along with re-certification. Certification training is provided by Red Cross certified instructors. It is the policy of AFYC that non-direct service areas have a minimum of one employee with this training. Required hours: CPR four (4) hours annually, First Aid two and one half (2 ½) hours every three years.
- f. Blood borne Pathogens/Universal Precautions: Training book 4; video, and meet with RN
In accordance with Florida Statute, Chapter 381, all new employees are required to receive four hours of HIV/AIDS education to include information on current Florida law and its impact on testing, confidentiality of test results, and treatment of patients. The four-hour course is required within the first six (6) months of employment and a two (2) hour update is required every two (2) years.

4. Program Orientation and Annual Retraining: Child Development*Training Book 5 of 7*

- a. Child supervision skills
- b. Children's physical and emotional needs
- c. Developmental stages of childhood and adolescence
- d. Family relationships and the impact of separation
- e. Substance abuse recognition and prevention
- f. Principles and practices of child care

5. Program Orientation and Annual Retraining: Treatment Services*Training Book 6 of 7*

Exhibit K

- a. Individualized treatment that is culturally competent/ culturally diverse
- b. Treatment that addresses issues the child may have involving sexual or physical abuse, abandonment, domestic violence, separation, divorce, or adoption
- c. Behavior management techniques/ AFYC Behavior Management System - Facilitated by the Behavior Specialist
- d. Treatment that supports the child's permanency goals
- e. For Case Managers, Treatment Plan Development and Implementation
- f. Crisis Intervention Training (Professional Crisis Management)
- g. Competency based training on Time Out, Seclusion and Restraint performed by the Behavior Specialist and PCM trainer. Note: before 6/15/07, AFYC utilized TACT-II

6. Crisis Intervention Training: Professional Crisis Management

Training book 7 of 7

- a. Before staff may participate in any use of restraint or seclusion and **within the first week of employment**, staff shall be competency trained to minimize the use of restraint and seclusion, to use alternative non-intrusive behavioral techniques to handle agitated or potentially violent children, and to use restraints and seclusion safely.
- b. Staff shall complete a training course approved by the Department and provided by individuals qualified by education, training, and experience. Competencies shall be demonstrated on a semiannual basis. Training requirements for all staff who are authorized to participate in the use of restraint and seclusion shall include:
 - i. An understanding of the underlying causes, e.g., medical, behavioral and environmental, of consequential behaviors exhibited by the children they serve
 - ii. How staff behaviors can affect the behaviors of others
 - iii. The use of de-escalation, mediation, self-protection and other techniques, such as time-out
 - iv. Recognizing signs of respiratory and cardiac distress in children
 - v. Recognizing signs of depression and potential suicidal behaviors
 - vi. Certification in the use of cardiopulmonary resuscitation
 - vii. How to monitor children in restraint or seclusion
 - viii. The safe use of approved restraint techniques, including physical holding techniques, take-down procedures, and the proper application and removal of restraints
- c. Training requirements for staff who are authorized to monitor a child's condition and perform assessments while the child is in seclusion or restraint (Registered Nurses) shall include:
 - i. Taking vital signs and interpreting their relevance to the physical safety of the child
 - ii. Tending to nutritional and hydration needs
 - iii. Checking circulation and range of motion in the extremities
 - iv. Addressing hygiene and elimination
 - v. Addressing physical and psychological status and comfort

Exhibit K

- vi. Assisting children in meeting behavior criteria for the discontinuation of restraint or seclusion.
- vii. Recognizing readiness for the discontinuation of restraint or seclusion
- viii. Recognizing when to contact a medically trained licensed practitioner or emergency medical services in order to evaluate and treat the child's physical status.

Matrix of Crisis Intervention Training		
Indicator	Training Provided	Person Responsible
Understanding the underlying causes of consequential behavior exhibited by the children they serve (medical, behavioral, environmental)	Behavior Management Training with Behavior Specialist Crisis Intervention: PCM	Sally Lee Mario Garcia or Marjorie Jacobs
How staff behaviors affect the behaviors of others	Behavior Management Training with Behavior Specialist Crisis Intervention: PCM	Sally Lee Mario Garcia or Marjorie Jacobs
Use of de-escalation, self protection and other techniques such as time out	Behavior Management Training with Behavior Specialist Crisis Intervention: PCM	Sally Lee Mario Garcia or Marjorie Jacobs
Recognizing signs of respiratory and cardiac distress in children	Mechanical Restraint Training PCM CPR	Jerry Daughtry Mario Garcia or Marjorie Jacobs AFYC RN
Recognizing signs of depression and suicidal behaviors	Orientation Training, Safety/ Security and Child Development	Director, Assistant Director, Clinical Services Director, or Shift Supervisor
Certification in the use of CPR	CPR	AFYC RN
Monitoring children in restraint or seclusion	Behavior Management PCM Mech. Restraint training	Behavior Specialist Mario Garcia or Marjorie Jacobs
Safe use of approved techniques including physical holds, proper application and removal of restraints	Behavior Management PCM Mech. Restraint training	Behavior Specialist Mario Garcia or Marjorie Jacobs

Exhibit K

AFYC NURSING TRAINING REQUIREMENT ONLY				
INDICATOR	COMPETENCY DEMONSTRATED		SIGNATURE OF TRAINER	DATE
Taking vital signs and interpreting their relevance to the physical safety of the child	Yes	No		
Tending to nutritional and hydration needs	Yes	No		
Checking circulation and range of motion in the extremities	Yes	No		
Addressing hygiene and elimination	Yes	No		
Addressing physical and psychological status and comfort	Yes	No		
Assisting children in meeting behavior criteria for the discontinuation of restraint or seclusion	Yes	No		
Recognizing readiness for the discontinuation of restraint or seclusion	Yes	No		
Recognizing when to contact a medically trained licensed practitioner or emergency medical services in order to evaluate and treat the child's physical status.	Yes	No		

Exhibit L

AFYC KEY PERSONNEL			
Position Title/Description	Assigned To:	Minimum Credentials	Status
Program Administrator	Charles Chervanik	Masters or Bachelors with 7 yrs. exp.	Full Time Employee
Assistant Program Administrator	Mario Garcia	Bachelors	Full Time Employee
Clinical Services Director	Nancy Wonder, Ph.D.	PhD	Full Time Employee
Medical Director/Psychiatrist	Rasik Patel, M.D.	MD	Contracted
Medical Doctor	Bilal Khodar, M.D.	MD	Contracted
Pharmacist	Licensed	Licensed	Contracted
Behavior Analyst	Sally Lee, MA, BCBA	CBA	Full Time Employee
Director of Nursing	Oreba McCroan, R.N.	R.N.	Full Time Employee
Competency Evaluators	Denis Zavodny, Ph.D. Gregory Pritchard, Ph.D. Terry Leland, Ph.D. Sal Blandino, Ph.D. Mike D'Errico, Ph.D.	Ph.D. in psychology with specialty training	Contracted

Exhibit M

**Department of Children and Families
Surveillance Equipment Property List
Apalachicola Forest Youth Camp**

The Department of Children and Families Mental Health Program Office, as authorized by Secretary Robert Butterworth on June 4, 2007, purchased and installed the following equipment on the premises of the Apalachicola Forest Youth Camp, operated by Twin Oaks Juvenile Development, Inc.

These items, which remain property of the Department of Children and Families, are in use at the provider's facility for the purposes of providing additional protection and oversight of contracted services provided to the Department's clients residing in the facility under the Juvenile Incompetent to Proceed program.

Item	Quantity
Integral RealVue 32 channel - 500GB - 960ips	4
SATABoy 8 drive, hot-swappable 3.0TB RAID 5 - RV	2
SATABoy 14 drive, hot-swappable 6.0TB RAID 5 - RV	5
SATABoy Spare Parts Kit(Includes Daisy Chain Cable, Power Supply and 500GB Hard Drive)	1
Pelco 110 Series Color High Resolution Low Light DSS Clear Lens	18
Pelco ICS110-PG Pendant Adapter	18
Pelco SWM-GY Mount	18
Pelco Camera Housing with Blower/Heater and Sun Shroud - EH2500	8
Altronix ALTV1224C Power supply for 8 Connections	12
AV5100M 5.0 Megapixel Camera (2592x1944 Resolution)	8
Computar H0514-MP 5mm, 1/2", F1.4, Megapixel Lens	8
OnSite Certification DVMS by Factory Rep from Integral Technologies	1
Programming DVMS by Factory Rep from Integral Technologies	1
Certification Training by Factory Rep from Integral Technologies for AFYC Personel at DSR's Office	1
Corning Fiber Termination Box - for "Field" end with Key lock	8
Corning Fiber Termination Box - for "Closet" end 4 U	1
Corning Fiber Termination Panel (6 Pack) for fiber termnation boxes	16
Corning Uni-Cam Connectors ST Multi-Mode 62.5/125 micrometers	96
Fiber Fan Out Kits for 6 Strand Multi-Mode 62.5/125	16
Corning 6 Strand Fiber Multi-Mode 62.5/125 micrometers	3200
Video / Audo Fiber Optic Multiplexer - by IFS Transmitter	16
Video / Audo Fiber Optic Multiplexer - by IFS Receiver	16
R3 - Rack Mount Housing	2

Exhibit M

Item	Quantity
4 Post Rack - Floor Mounted to replace current 2 post rack (required because of the increased equipment load)	2
1500 VA Rack Mounted UPS for each DVR and each External Drive Array - American Power Conversion SUA1500RM2U	8
Belden Microphone Wire 9398	7200
Interior Crown Microphone - PZM-10LL	54
Exterior Weather-proof, Harsh Environment, Omni-Directional Microphone ETS SM1-WP	26
Vertical Wire Management	2
Labor to install cameras, microphones, fiber, copper, racks and boxes...../man hour	640
Yearly Maintenance Contract - 1st Year - New equipment & materials are under warranty - Labor & Cost Plus for pre-existing equipment	1
Yearly Maintenance Contract - 2nd Year Labor @ \$ 50.00/hr Materials @ Cost Plus 20%	1

Exhibit N

Secure JITP Case File Required Elements	
1.	Name of juvenile
2.	Social Security number
3.	Delinquency charge
4.	Date of birth
5.	Race
6.	Sex
7.	English speaking? Y/N
8.	Diagnoses
9.	Type of commitment (incompetent due to mental illness, mental retardation, or autism)
10.	Judge's name
11.	Commitment date
12.	Level of security recommended by court evaluator
13.	Name and location of program
14.	Local DCF and APD case manager, name, address, and phone
15.	County of commitment
16.	Mental health history
17.	Date of referral from department
18.	All evaluations of juvenile's competency
19.	Court orders
20.	Service plans
21.	Treatment plans
22.	Documentation of mental health treatment and/or mental retardation training provided to juvenile
23.	Documentation of competency training provided to juvenile
24.	Documentation of health services provided to the juvenile
25.	Documentation of educational services provided to the juvenile
26.	Documentation of uses of time-out, seclusion and restraint
27.	Documentation of significant incidents affecting the juvenile
28.	Documentation of successful staff involvement in court hearings
29.	Results of court hearings
30.	Name, phone number, and address of juvenile's custodial parent or legal guardian
31.	Documentation of contacts with juvenile's parent/guardian
32.	Name, phone number and address of juvenile's attorney of record
33.	Documentation of contacts with juvenile's attorney of record
34.	Name, phone number and address of the DJJ case manager
35.	Documentation of contacts with the DJJ case manager
36.	Name, phone number and address of department's district or circuit liaison
37.	Documentation of contacts with the department's district or circuit liaison
38.	Discharge plan
39.	Date of discharge and type of discharge
40.	Specific juvenile outcomes

Exhibit O

Invoice

Florida Department of Children and Families
 Mental Health Program Office
 Development of Substance Abuse Licensing Information System

FIXED PRICE/UNIT RATE INVOICE PAYMENT REQUEST

SECTION 1: VENDOR DETAIL

This section to be completed by the provider.

1. Provider's Name:	4. Providers Telephone:
2. Federal ID Number:	5. Contract Number:
3. Mailing Address for Warrant:	6. Invoice Number:

SECTION 3 - SERVICES AND DELIVERABLES

This section to be completed by the provider.
 Rows may be added as needed.

DESCRIPTION OF SERVICES AND DELIVERABLES:

Service Period Begin Date	Service Period End Date	Service Units	Rate	AMOUNT REQUESTED
1				\$
2				\$
TOTAL				\$

SECTION 3 - REQUIRED SUPPORTING DOCUMENTATION

This section to be completed by the provider.

1

2

I certify the above to be accurate and in agreement with the provider's records and with the terms and conditions of the contract. Additionally, I certify that all information and support documentation are attached as required by the contract.

Signature _____ Title _____
 Date _____

SECTION 4 - FUNDING DETAIL

This section to be completed by the Department's Contract Manager

AMOUNT APPROVED FOR PAYMENT \$

Organization Code	L1	G F	SF	FID	BE	CATEGORY	EO	OCA	OBJECT

I certify that this invoice has been reviewed and approved for payment.

Signature of Department Contract Manager _____
 Date _____

Exhibit P

Secure JITP Monthly Census Report Required Elements	
1.	Full legal name
2.	Social Security Number
3.	Date of Birth
4.	Gender
5.	Department Circuit or District
6.	County of Residence
7.	Referring Court, Judge and Case Number and Order Date
8.	Case Manager Assignment
9.	Court's Basis for Incompetency
10.	Date of Admission to Facility
11.	Date and Time of Any Scheduled Judicial Reviews
12.	Date of Competency Evaluation Recommendation
13.	Recommendation Status
14.	Leave of Absence Assignments
15.	Evaluator Assignment
16.	Evaluation Status
17.	Date Recommendation Distributed
18.	Number of Days in Residence
19.	Number of Days on Leave of Absence

Exhibit Q

Secure JITP Admission Report Required Elements	
20.	Full legal name
21.	Social Security Number
22.	Date of Birth
23.	Gender
24.	County of Residence
25.	Referring Court, Judge and Case Number
26.	Court's Basis for Incompetency
27.	Date of Admission to Facility

Exhibit R

Individual Treatment Plan

Name: _____ Number: _____
 Date of admission: _____ Date of plan: _____
 Date of birth: _____ AYFC Case Manager: _____
 Guardian: _____ Address: _____

Pending Charges:
 Case #(s): _____

District of Commitment: _____ Judicial Circuit: _____
 Attorney of Record: _____ Committing Judge: _____
 District Liaison: _____

This treatment plan has been designed by _____ (client) and _____ (AFYC Case Manager) with the purpose of achieving competency. At least every six months from the date of adjudication, unless otherwise ordered by the court, the camper will receive a competency evaluation. If the camper is determined as Competent to Proceed or Not Likely Restorable to Competence, the case manager will complete a discharge summary. The discharge summary will include a summary of treatment plan progress and will identify areas that are recommended for continued interventions. The discharge summary will include recommendations for additional services following discharge from the Apalachicola Forest Youth Camp.

Competency to Proceed Criteria:

1. Know your charges.
2. Know what could happen to you if you are adjudicated delinquent.
3. Know what happens in court, definitions of court terms, your rights, and the roles of the courtroom personnel.
4. Be able to tell your side of the story concerning your arrest, including the date, time, place, what you were reportedly doing, who was with you, what others were doing, what the police did, and what you said to the police.
5. Be able to pay attention and be quiet in groups, avoid angry outbursts, know how to dress and act in court, know what to do if a witness tells a lie about you or if you become angry in court.
6. Be able to testify in court, meaning being able to tell your side of the story clearly and know what you can say that will help and hurt your case.

Problem #1 (insert additional problem #s as needed)

Statement of the problem:

Goal:

Strengths:

Barriers:

Objectives (Measurable Outcomes)	Target Date	Extensions	Date Achieved
Objective 1:			
Objective 2:			
Objective 3:			

Exhibit R

Intervention/Strategies used to complete goal and objectives: (Frequency/Duration)

1. Individual Counseling 1 x weekly x 1hr. x 7 months
Staff responsible/credentials/title:

2. Group Competency Training 7 x weekly x 40min. x 7 months
Staff responsible/credentials/title:

3. Behavior Management System 7 x weekly x 24hrs. x 7 months
Staff responsible/credentials/title:

Signatures/credentials/titles:

_____ (Camper) Date: _____

_____ (Case Manager) Date: _____

_____ (Supervisor) Date: _____

_____ (Clinical Director) Date: _____

_____ (Certified Teacher) Date: _____

_____ (Nurse) Date: _____

_____ (Psychiatrist) Date: _____

_____ (Parent/Guardian) Date: _____

_____ (Behavior Specialist) Date: _____

_____ (Other) Date: _____

Treatment Plan Review

Treatment plan progress will be reviewed on a biweekly basis by the treatment team. Treatment plans are valid for a six month period. All treatment plans will be amended no later than six months from completion, but may be amended at any time deemed necessary by the treatment plan within the six month period.

_____ did/did not complete all treatment plan goals and objectives. Plans for continued treatment are as follows:

_____ (Camper) Date: _____

_____ (Case Manager) Date: _____

Exhibit S

Secure JITP Competency Recommendation Required Elements	
1.	Full legal name
2.	Social Security Number
3.	Date of Birth
4.	Gender
5.	County of Residence
6.	Referring Court, Judge and Case Number
7.	Court's Basis for Incompetency
8.	Date of Admission to Facility
9.	Date of Vendor's Recommendation
10.	Name of Provider's Evaluator
11.	Evaluator's Recommendation to the Court
12.	A copy of the clinical Competency Evaluation

Exhibit T

Secure JITP Daily Census Report Required Elements	
28.	Full legal name
29.	Social Security Number
30.	Date of Birth
31.	Gender
32.	Department Circuit or District
33.	County of Residence
34.	Referring Court, Judge and Case Number and Order Date
35.	Court's Basis for Incompetency
36.	Date of Admission to Facility
37.	Date of Competency Evaluation Recommendation
38.	Recommendation
39.	Date of Discharge

Exhibit U

Secure JITP Weekly Census Report Required Elements	
40.	Full legal name
41.	Social Security Number
42.	Date of Birth
43.	Gender
44.	Department Circuit or District
45.	County of Residence
46.	Referring Court, Judge and Case Number and Order Date
47.	Case Manager Assignment
48.	Court's Basis for Incompetency
49.	Date of Admission to Facility
50.	Date and Time of Any Scheduled Judicial Reviews
51.	Date of Competency Evaluation Recommendation
52.	Recommendation Status
53.	Leave of Absence Assignments
54.	Evaluator Assignment
55.	Evaluation Status
56.	Date Recommendation Distributed

Exhibit V

Monthly Time Out, Seclusion and Restraint Data Report				
Monthly Client Data (add rows as needed)				
For Month of:				
Juvenile	# of Time Out this period	# Seclusions this period	# of Restraints this period	CBA Notes
Monthly Summary Data (add rows as needed)				
For Month of:				
Event	# this period	# previous period	% Change (+ or -)	CBA Notes
Time Outs				
Seclusions				
Restraints				

Exhibit W

STATE OF FLORIDA
DEPARTMENT OF
CHILDREN AND FAMILIES
TALLAHASSEE, November 1, 1998

CF OPERATING PROCEDURE
NO. 215-6

Safety

INCIDENT REPORTING AND CLIENT RISK PREVENTION

1. Purpose. This operating procedure establishes departmental procedures and guidelines for identifying and reporting information related to client risk prevention and incidents as defined in paragraph 3.

2. Scope.

a. This operating procedure applies to all incident reporting and client risk prevention in Department of Children and Families programs and contract providers serving clients of the department.

b. The reporting procedures do not replace the abuse, neglect and exploitation reporting system. Regardless of their status as an event in client risk prevention, allegations of abuse, neglect or exploitation must always be reported immediately to the Florida Abuse Hotline and appropriate district human rights advocacy committees as required by law.

c. This operating procedure does not replace the investigation and review requirements provided for in CFOP 175-17, Child Death Review Procedures, nor is it intended to impede any district or program office's ability to assess statewide trends, establish policies and seek statutory changes, which improve client risk management.

d. It is the responsibility of all departmental personnel to promptly report all incidents in accordance with the requirements of these procedures.

e. For the purposes of this operating procedure, a licensed health care professional is defined as a person who is licensed to practice medicine pursuant to Chapter 458, Florida Statutes (F.S.); licensed to practice osteopathy pursuant to Chapter 459, F.S.; or licensed as a nurse practitioner pursuant to Chapter 464, F.S.

3. Definitions of Reportable Incidents.

a. Altercation. A physical confrontation occurring between a client and employee or two or more clients at the time services are being rendered, or when a client is in the physical custody of the department, which results in one or more clients or employees receiving medical treatment by a licensed health care professional.

b. Client Death. A person whose life terminates due to or allegedly due to an accident, act of abuse, neglect or other incident occurring while in the presence of an employee, in a Department of Children and Families operated or contracted facility or service center; while in the physical custody of the department; or when a death review is required pursuant to CFOP 175-17, Child Death Review Procedures.

c. Client Injury or Illness. A medical condition of a client requiring medical treatment by a licensed health care professional sustained or allegedly sustained due to an accident, act of abuse, neglect or other incident occurring while in the presence of an employee, in a Department of Children and Families or contracted facility or service center, or who is in the physical custody of the department.

d. Elopement. The unauthorized absence beyond eight hours, or other time frames as defined by a specific program operating procedure or manual, of a child or adult who is in the physical custody of the department.

Exhibit W

e. Escape. The unauthorized absence as defined by statute, departmental operating procedure or manual of a client committed to, or securely detained in, a Department of Children and Families mental health or developmental services forensic facility covered by Chapters 393, 394 or 916, F.S.

f. Other Incident. An unusual occurrence or circumstance initiated by something other than natural causes or out of the ordinary such as a tornado, kidnapping, riot or hostage situation, which jeopardizes the health, safety and welfare of clients who are in the physical custody of the department.

g. Sexual Battery. An allegation of sexual battery by a client on a client, employee on a client, or client on an employee as evidenced by medical evidence or law enforcement involvement.

h. Suicide Attempt. An act which clearly reflects the physical attempt by a client to cause his or her own death while in the physical custody of the department or a departmental contracted or certified provider, which results in bodily injury requiring medical treatment by a licensed health care professional.

4. Procedures.

a. Each district administrator will develop and implement a district operating procedure or protocols to:

(1) Establish the processes and time-lines for informing the district administrator and local human rights advocacy committees of reportable events. Some events may only need reporting monthly, quarterly or annually. Others may require short time lines due to the nature of the event.

(2) Establish a system for reviewing reportable events to determine what actions need to be taken, if any, to prevent future occurrences and a follow-up process to assure such needed actions are successfully executed. Each district shall have this system in place within 90 days of the effective date of this operating procedure.

b. Districts are to use existing program or facility required reporting protocols, forms and processes whenever possible to avoid duplication.

c. The district administrator or designee shall, as soon as possible but no later than the first normal work day following the occurrence, inform the secretary, deputy secretary and/or appropriate assistant secretary of all client deaths as defined in this operating procedure, and other reportable incidents which are likely to have adverse departmental impact or statewide media coverage. Information will, at a minimum, answer the following questions: who; what; when; and where.

(Signed original copy on file)

EDWARD A. FEAVER
Secretary

Exhibit X

Secure Residential Juvenile Incompetent to Proceed
Annual Report Required Elements
Executive Summary
Statistical Review of Services Provided
Narrative Review of Services Provided
Trend Analysis of Juveniles Served by Diagnosis
Trend Analysis of Juveniles Served by Outcome
Trend Analysis of Juveniles Served by Length of Treatment
Trend Analysis of Juveniles Served by Length of Stay
Budgetary Summary
Clinical Review of Program Accomplishments, Challenges and Recommendations for Improved Services

ATTACHMENT II

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

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in Federal awards 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.

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)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)
Office of the Inspector General, Provider Audit Unit
Building 5, Room 237
1317 Winewood Boulevard

Tallahassee, FL 32399-0700

- C. Copies of the reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Auditing Clearinghouse), at the following address:

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

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

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

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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

PART IV: RECORD RETENTION

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

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "department" and Twin Oaks Juvenile Development, Inc. hereinafter referred to as the "provider", amends Contract #LH882.

The purpose of this amendment is to adjust funding for fiscal year 2008/2009, and to incorporate changes to the Standard Contract and Financial and Compliance Audit Attachment for Contract #LH882.

1. Pages 1-6, Standard Contract, dated 02/2008, are hereby deleted in their entirety and Pages 1-6, Standard Contract, dated 04/2009, are inserted in lieu thereof and attached hereto.

2. Page 7, Standard Contract, Section III.E.3. and 4., are hereby amended to read:

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

Donald J. (Jim) Craig
 DCF Mental Health Program Office
 1317 Winewood Blvd., Bldg.6, Room 257
 Tallahassee, FL 32399-0700
 (850) 414-6136
jim_craig@dcf.state.fl.us

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

Mario Garcia, Apalachicola Forest Youth Camp

3. Page 42, Attachment I, Section C.1., is hereby amended to read:

1. Total Dollar Amount of Contract

This is a three (3) year fixed price unit cost contract. The department will pay the provider for the delivery of service units in accordance with the terms of this contract for a total dollar amount not to exceed the annual and total contract amounts in the table Secure Residential JITP Contract Funding, below, subject to the availability of funds.

Secure Residential JITP Contract Funding	
Fiscal Year	Amount
2009: July 1, 2008 - June 30, 2009	\$4,903,760.50
2010: July 1, 2009 - June 30, 2010	\$5,041,610.50
2011: July 1, 2010 - June 30, 2011	\$5,041,610.50
Total Contract Amount	\$14,986,981.50

For each fiscal year included in this contract, the department agrees to pay for the service units at the unit prices and limits in the table below.

Secure Residential JITP Contract Funding		
Service Units	Unit Price	Maximum # of Units
Filled Bed Rate	\$354.50	13,808
Unfilled Bed Rate	\$343.50	427

4. Pages 118-120, Attachment II, dated July 1, 2008, are hereby deleted in their entirety and Pages 118-120, Attachment II, dated 04/01/09, are inserted in lieu thereof and attached hereto.

This amendment shall begin on June 24, 2009, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments hereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with the amendment are still in effect and are to be performed at the level specified in the contract.

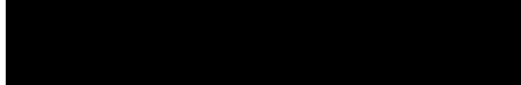
This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this eleven (11) page amendment to be executed by their officials thereunto duly authorized.

PROVIDER:
TWIN OAKS JUVENILE DEVELOPMENT, INC.

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

BY: 

BY: 

NAME: Donald B. Read

NAME: Katharine V. Lyon, Ph.D., Director

TITLE: President and Chief Executive Officer

TITLE: Mental Health Program Office

DATE: 6/26/09

DATE: 6/29/09

FEDERAL ID NUMBER: 59-3512790

THIS AMEDEMMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "department" and Twin Oaks Juvenile Development, Inc. hereinafter referred to as the "provider", amends Contract #LH882.

The purpose of this amendment is to decrease funding for fiscal year 2009/2010, and to incorporate changes to the Standard Contract for Contract #LH882.

1. Pages 1-6, Standard Contract, dated 04/2009, are hereby deleted in their entirety and Pages 1-6a, Standard Contract, dated 03/2010, are inserted in lieu thereof and attached hereto.
2. Page 7, Standard Contract, after IN WITNESS THEREOF, delete "120" and replace with "121".
3. Page 42, Attachment I, Section C.1., is hereby amended to read:

1. Total Dollar Amount of Contract

This is a three (3) year fixed price unit cost contract. The department will pay the provider for the delivery of service units in accordance with the terms of this contract for a total dollar amount not to exceed the annual and total contract amounts in the table Secure Residential JITP Contract Funding, below, subject to the availability of funds.

Secure Residential JITP Contract Funding	
Fiscal Year	Amount
2009: July 1, 2008 - June 30, 2009	\$4,903,760.50
2010: July 1, 2009 - June 30, 2010	\$4,787,610.50
2011: July 1, 2010 - June 30, 2011	\$5,041,610.50
Total Contract Amount	\$14,732,981.50

For each fiscal year included in this contract, the department agrees to pay for the service units at the unit prices and limits in the table below.

Secure Residential JITP Contract Funding		
Service Units	Unit Price	Maximum # of Units
Filled Bed Rate	\$354.50	13,808
Unfilled Bed Rate	\$343.50	427

4. Page 46, Special Provisions, Section D.3., is hereby added to read:
 3. **Mandatory Reporting Requirements**
The provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the provider, and of any subcontractor, providing services in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the department's Office of Inspector General by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@dcf.state.fl.us. The provider and subcontractor may also

mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, which can be obtained from the contract manager.

This amendment shall begin on April 15, 2010 or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments hereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

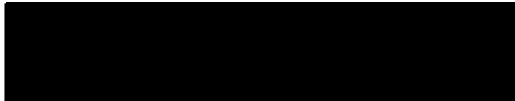
All provisions not in conflict with the amendment are still in effect and are to be performed at the level specified in the contract.

This amendment is hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this nine (9) page amendment to be executed by their officials thereunto duly authorized.

PROVIDER:
TWIN OAKS JUVENILE DEVELOPMENT, INC.

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

BY: 

BY: 

NAME: Donald B. Read

NAME: Katharine V. Lyon, Ph.D., Director

TITLE: President and Chief Executive Officer

TITLE: Mental Health Program Office

DATE: 4/21/10

DATE: 5/18/10

FEDERAL ID NUMBER 

CFDA No. _____

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 **Twin Oaks Juvenile Development, Inc.**, 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 287.057, 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, Jurisdiction and Venue**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 Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be as provided in PUR 1000. (see Section I.BB)

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, 45 CFR, Part 92, and other applicable regulations.
- b. If this contract contains over \$100,000 of federal funds, 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 or the imposition of an administrative compliance order on the responsible entity, or both.

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 _____.
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. The provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the provider, its agents, employees, partners, or subcontractors, provided, however, that the provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the department.
2. Further, the provider shall, without exception, indemnify and save harmless the department and its employees from any liability of any nature or kind whatsoever, including attorneys fees, costs and expenses, arising out of, relating to or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret or intellectual property right, information technology used or accessed by the provider, or article manufactured or used by the provider, its officers, agents or subcontractors in the performance of this contract or delivered to the department for the use of the department, its employees, agents or contractors. The provider may, at its option and expense, procure for the department, its employees, agents or contractors, the right to continue use of, replace, or modify the product or article to render it non-infringing. If the provider is not reasonably able to modify or otherwise secure the department the right to continue using the product or article, the provider shall remove the product and refund the department the amounts paid in excess of a reasonable rental for past use. However, the department shall not be liable for any royalties. The provider has no liability when such claim is solely and exclusively due to the department's alteration of the product or article or the department's misuse or modification of the provider's products or the department's operation or use of vendor's products in a manner not contemplated by this contract. The provider shall provide prompt written notification to the department of any claim of copyright, patent or other infringement arising from the performance of this contract.
3. Further, the provider shall protect, defend, and indemnify, including attorneys' fees and costs, the department for any and all claims and litigation (including litigation initiated by the department) arising from or relating to provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the provider's redaction, as provided for under Section I.EE.
4. The provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the department negligent shall excuse the provider of performance under this provision, in which case the department shall have no obligation to reimburse the provider for the cost of their defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the department shall be to the extent permitted by law and without waiving the limits of sovereign immunity.

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 not assign the responsibility for this contract to another party without prior written approval of the department, upon the department's sole determination that such assignment will not adversely affect the public interest; however, in no event may provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void. The provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld.
2. To the extent permitted by Florida Law, and in compliance with Section I.F. of this Standard Contract, 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.
5. The provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.

J. Return of Funds

The provider shall return to the department any overpayments due to unearned funds or funds disallowed that were disbursed to the provider by the department and any interest attributable to such funds pursuant to the terms and conditions of this contract. 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 interest 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. In performing its obligations under this contract, the provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent 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 15 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. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the department, fully compensated for by the contract amount, and that neither the provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which 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. Notwithstanding the foregoing provision, if the provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.
2. If the provider uses or delivers to the department for its use or the use of its employees, agents or contractors, 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.
3. 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 provide the latest departmental security awareness training to its staff and subcontractors who have access to departmental information.

3. All provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the contract manager.
4. 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.
5. 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.
6. 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 section 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 the department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan 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 provider 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 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.

DD. Whistleblower's Act Requirements

In accordance with subsection 112.3187(2), F.S., the provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

EE. Proprietary or Trade Secret Information

1. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by provider of proprietary or trade secret confidentiality for any information contained in provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with paragraph 2 below.
2. The provider must clearly label any portion of the documents, data or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the provider shall include information correlating the nature of the claims to the particular protected information.
3. The department, when required to comply with a public records request including documents submitted by the provider, may require the provider to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with paragraph 2 above. Accompanying the submission shall be an updated version of the justification under paragraph 2, correlated specifically to redacted information. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the provider fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, the department is authorized to produce the records sought without any redaction of proprietary or trade secret information.
4. The department is not obligated to agree with the provider's claim of exemption on the basis of proprietary or trade secret confidentiality and the provider shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

FF. Support to the Deaf or Hard-of-Hearing

The provider and its subcontractors, where direct services are provided, 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), 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), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services Persons with Hearing Impairment."

1. If the provider or any of its subcontractors employs 15 or more employees, the provider shall 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, the ADA, and CFOP 60-10, Chapter 4. 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.
2. The provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor 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.
3. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
4. 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 by providers and subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>
5. The provider and its subcontractors 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 15th 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.
6. 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.

II. THE DEPARTMENT AGREES:

A. Contract Amount

The department shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed \$14,732,981.50 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 section 215.422, F.S., which include disseminating information relative to prompt payment 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, 2008, 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 June 30, 2011.

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

1. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., 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. The department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall 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.

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "department" and Twin Oaks Juvenile Development, Inc., hereinafter referred to as the "provider", amends Contract #LH882.

The purpose of this amendment is to decrease funding for fiscal year 2010/2011, and update Attachment I information in Contract # LH882.

1. Page 5, Standard Contract, Section II.A., is hereby amended to read;

A. Contract Amount

To pay for contracted services in accordance with the terms and conditions of this contract in an amount not to exceed \$ 14,582,681.50 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 under any other contract or from any other source are not eligible for payment under this contract.

2. Page 42, Attachment I, Section C.1., is hereby amended to read:

1. Total Dollar Amount of Contract

This is a three (3) year fixed price unit cost contract. The department will pay the provider for the delivery of service units in accordance with the terms of this contract for a total dollar amount not to exceed the annual and total contract amounts in the table Secure Residential JITP Contract Funding, below, subject to the availability of funds.

Secure Residential JITP Contract Funding	
Fiscal Year	Amount
2009: July 1, 2008 - June 30, 2009	\$4,903,760.50
2010: July 1, 2009 - June 30, 2010	\$4,787,610.50
2011: July 1, 2010 - June 30, 2011	\$4,891,310.50
Total Contract Amount	\$14,582,681.50

For each fiscal year included in this contract, the department agrees to pay for the service units at the unit prices and limits in the table below.

Secure Residential JITP Contract Funding		
Service Units	Unit Price	Maximum # of Units
Filled Bed Rate	\$354.50	13,808
Unfilled Bed Rate	\$343.50	427

3. Page 46, Attachment I, Section D.3., is hereby renumbered as Section D.1.e.
4. Page 46, Attachment I, Section D.1.f., is hereby added to read:

f. Employment Eligibility Verification

(a) Definitions. As used in this clause—

"Employee assigned to the contract" means all persons employed during the contract term by the provider to perform work pursuant to this contract within the United States

and its territories, and all persons (including subcontractors) assigned by the provider to perform work pursuant to the contract with the department.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another subcontractor.

(b) Enrollment and verification requirements.

(1) The provider shall—

(i) **Enroll.** Enroll as a provider in the E-Verify program within 30 calendar days of contract award;

(ii) **Verify all new employees.** Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the provider/subcontractor to perform work pursuant to the contract with the DCF shall be verified as employment eligible within 3 business days after the date of hire; and

(2) The provider shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the provider will be referred to a DHS or SSA suspension or debarment official.

(ii) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the provider is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the provider, then the provider must reenroll in E-Verify.

This amendment shall begin on March 1, 2011 or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments hereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with the amendment are still in effect and are to be performed at the level specified in the contract.

This amendment is hereby made a part of the contract.

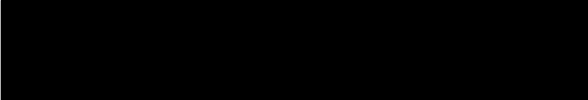
IN WITNESS THEREOF, the parties hereto have caused this three (3) page amendment to be executed by their officials thereunto duly authorized.

[SIGNATURES CONTAINED ON NEXT PAGE]

PROVIDER:
TWIN OAKS JUVENILE DEVELOPMENT, INC.

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

BY: 

BY: 

NAME: Donald B. Read

NAME: David A. Sofferin

TITLE: President and Chief Executive Officer

TITLE: Assistant Secretary for Substance Abuse
and Mental Health

DATE: 3/1/11

DATE: 3/1/11 2011

FEDERAL ID NUMBER: 



STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

CONTRACT RENEWAL FORM

CONTRACT RENEWAL # LH234

ORIGINAL CONTRACT # LH882

THIS RENEWAL is entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "department" and

Twin Oaks Juvenile Development, Inc.,
hereinafter referred to as the "provider."

As stated on Page 45, Section D.1., Paragraph c. of Contract # LH882, the department is exercising its option to renew this contract if mutually agreed to by both parties. This renewal will begin on July 1, 2011 and end on June 30, 2014
(month & day) (year) (month & day) (year)

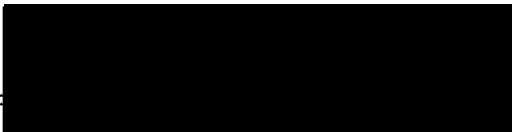
and the contract amount for this renewal period will not exceed \$ 14,582,681.50.

All terms and conditions of said original Contract and any supplements and amendments thereto shall remain in force and effect for this renewal.

IN WITNESS THEREOF, the parties have executed this Renewal by their undersigned officials as duly authorized.

PROVIDER
Twin Oaks Juvenile Development, Inc.

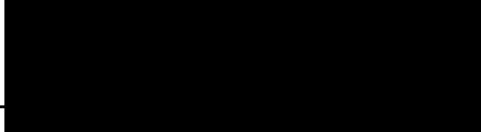
**STATE OF FLORIDA, DEPARTMENT
OF CHILDREN AND FAMILIES**

Signature: 

Name: Donald B. Read

Title: President and Chief Executive Officer

Date: 6/24/11

Signature: 

Name: David A. Sofferin

Title: Assistant Secretary for Substance Abuse and
Mental Health

Date: 6/24/2011

RENEWAL IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department" and Twin Oaks Juvenile Development, Inc., hereinafter referred to as the "Provider", amends Contract #LH234.

The purpose of this amendment is to revise contract requirements in Attachment I, adjust the total contract dollar amount and method of payment for the remaining term of the contract, and update Attachment II.

1. Page 6, Standard Contract, dated 03/2010, Section II.A., is hereby amended to read:

A. Contract Amount

The department shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed ~~\$13,666,344.20~~ 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.

2. Page 14, Attachment I, Section A.1.b.60), is hereby deleted in its entirety.

3. Page 22, Attachment I, Section B.1.a.7)b), is hereby amended to read:

b) Physician Services for Routine Health Care

Medical services shall include initial physicals and routine medical services provided on a weekly basis and on-call services available 24 hours per day, seven (7) days per week.

4. Page 30, Attachment I, Section B.2.d.4), is hereby added to read:

- 4) This contract allows the Provider to subcontract for the provision of all services under this contract, subject to the provisions of Section I.I., of the Standard Contract. **The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor.** Written requests by the Provider to subcontract for the provision of services under this contract will be routed through the Contract Manager for Department approval.

5. Page 31, Attachment I, Section B.4.a.1), is hereby amended to read:

- 1) The primary service unit, defined as a "Bed Day Rate" shall be \$353.55 per day per juvenile and shall represent 24 hours of secure residential services provided to each admitted juvenile in residence at the facility. In addition, the Provider may also continue to receive payment for up to a maximum of four (4) consecutive days at the current Bed Day Rate when a juvenile remains in the custody of the Provider until released by a court order.

6. Pages 31 and 32, Attachment I, Section B.4.a.2), are hereby deleted in their entirety.

7. Page 42, Attachment I, Section C.1., Method of Payment, is hereby amended to read:

1. Total Dollar Amount of Contract

This is a three (3) year fixed price unit cost contract. The Department will pay the Provider for the delivery of service units in accordance with the terms of this contract for a total dollar amount not to exceed the annual and total contract amounts in the table Secure Residential JITP Contract Funding, below, subject to the availability of funds. For each fiscal year

included in this contract, the Department agrees to pay for the service units at the unit prices and limits in the table below.

Secure Residential JITP Contract Funding				
Fiscal Year	Service Units	Unit Price	Projected # of Units	Amount
2012: July 1, 2011 – June 30, 2012	Filled Bed Rate	\$354.50	11,689	\$4,394,849.00
July 1, 2011 – June 30, 2012	Unfilled Bed Rate	\$343.50	731	
2013: July 1, 2012 – June 30, 2013	Bed Day Rate	\$353.55	13,112	\$4,635,747.60
2014: July 1, 2013 – June 30, 2014	Bed Day Rate	\$353.55	13,112	\$4,635,747.60
Total Contract Dollar Amount				\$13,666,344.20

7. Page 42, Attachment I, Section C.4., is hereby added to read:

4. This Contract is funded by the following FY 2011-2012 Appropriation Line Item(s): 320.

8. Page 46, Attachment I, Section D.1.f., is hereby amended to read:

f. Employment Eligibility Verification

1) Definitions. As used in this clause—

- a) "Employee assigned to the contract" means all persons employed during the contract term by the Provider to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors) assigned by the Provider to perform work pursuant to the contract with the Department.
- b) "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- c) "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Provider or another subcontractor.

2) Enrollment and verification requirements

- a) The Provider shall—
- (i) **Enroll.** Enroll as a Provider in the E-Verify program within 30 calendar days of contract award;

- (ii) **Verify all new employees.** Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the Provider/subcontractor to perform work pursuant to the contract with the DCF shall be verified as employment eligible within 3 business days after the date of hire; and
- b) The Provider shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Provider will be referred to a DHS or SSA suspension or debarment official.
 - (ii) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Provider is excused from its obligations under paragraph b. of this clause. If the suspension or debarment official determines not to suspend or debar the Provider, then the Provider must reenroll in E-Verify.
- 3) **Web site.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 4) **Individuals previously verified.** The Provider is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Provider through the E-Verify program.
- 5) **Individuals performing work prior to the E-verify requirement.** Employees assigned to and performing work pursuant to this contract prior to February 04, 2011 do not require employment eligibility verification through E-verify.
- 6) **Evidence.** Of the use of the E-Verify system will be maintained in the employee's personnel file.
- 7) **Subcontracts.** The Provider shall include the requirements of this clause, including this paragraph 7) (appropriately modified for identification of the parties), in each subcontract.

9. **Page 46, Attachment I, Section D.1.g., is hereby added to read:**

g. Prohibition from contracting with companies on the Scrutinized Companies List

The Provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.219.473, F.S. Pursuant to section s.287.135(5), F.S., the Department may immediately terminate this contract for cause if the Provider is found to have submitted a false certification or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

10. **Pages 118–120, Attachment II, dated 04/01/09, are hereby deleted in their entirety and Pages 118-120, Attachment II, dated 05/06/2011, are inserted in lieu thereof and attached hereto.**

This amendment shall begin on July 1, 2012 or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments hereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with the amendment are still in effect and are to be performed at the level specified in the contract.

This amendment is hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this seven (7) page amendment to be executed by their officials thereunto duly authorized.

PROVIDER:
TWIN OAKS JUVENILE DEVELOPMENT, INC.

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

BY:

BY:

NAME: Donald B. Read

NAME: Robert Siedlecki

TITLE: President and Chief Executive Officer

TITLE: Assistant Secretary for Substance Abuse and Mental Health

DATE:

7/18/12

DATE:

7/26/12

FEDERAL ID NUMBER: 

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department" and Twin Oaks Juvenile Development, Inc., hereinafter referred to as the "Provider", amends Contract #LH234.

Amendment 1, effective 7/26/2012, revised contract requirements in Attachment I, updated the total contract dollar amount and method of payment for the remaining term of the contract, and replaced Attachment II.

The purpose of this amendment is to revise contract requirements in Attachment I, update the total contract dollar amount and method of payment for the remaining term of the contract.

1. Page 6, Standard Contract, dated 03/2010, Section II.A., is hereby amended to read:

A. Contract Amount

The department shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed **\$13,438,658.00** 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.

2. Page 42, Attachment I, Section C.1., Method of Payment, is hereby amended to read:

1. Total Dollar Amount of Contract

This is a three (3) year fixed price unit cost contract. The Department will pay the Provider for the delivery of service units in accordance with the terms of this contract for a total dollar amount not to exceed the annual and total contract amounts in the table Secure Residential JITP Contract Funding, below, subject to the availability of funds. For each fiscal year included in this contract, the Department agrees to pay for the service units at the unit prices and limits in the table below.

Secure Residential JITP Contract Funding				
Fiscal Year	Service Units	Unit Price	Projected # of Units	Amount
2012: July 1, 2011 - June 30, 2012	Filled Bed Rate	\$354.50	11,689	\$4,394,849.00
	Unfilled Bed Rate	\$343.50	731	
2013: July 1, 2012 - June 30, 2013	Bed Day Rate	\$353.55	12,790	\$4,521,904.50
2014: July 1, 2013 - June 30, 2014	Bed Day Rate	\$353.55	12,790	\$4,521,904.50
Total Contract Dollar Amount				\$13,438,658.00

ORIGINAL

LH234

Amendment 0002
12/17/2012

3. Page 42, Attachment I, Section C.4., is hereby amended to read:

4. This Contract is funded by the following FY 2012-2013 Appropriation Line Item(s): 344.

This amendment shall begin on December 17, 2012 or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments hereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with the amendment are still in effect and are to be performed at the level specified in the contract.

This amendment is hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this two (2) page amendment to be executed by their officials thereunto duly authorized.

PROVIDER:
TWIN OAKS JUVENILE DEVELOPMENT, INC.

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

BY:

[Redacted Signature]

BY:

[Redacted Signature]

NAME: Donald B. Read

NAME: Robert Siedlecki

TITLE: President and Chief Executive Officer

TITLE: Assistant Secretary for Substance Abuse and Mental Health

DATE: 12/28/12

DATE: 1/10/13

FEDERAL ID NUMBER: [Redacted]

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department" and Twin Oaks Juvenile Development, Inc., hereinafter referred to as the "Provider", amends Contract #LH234.

Amendment #0001 revised contract requirements in Attachment I, updated the total contract dollar amount and method of payment, and replaced Attachment II.

Amendment #0002 revised contract requirements in Attachment I, updated the total contract dollar amount and method of payment.

The purpose of this amendment is to revise the Attachment I to allow the Provider to conduct JITP training events throughout the Department's regions, update the total contract dollar amount, and add a second method of payment (cost reimbursement) for travel and supply expenses related to the regional JITP training events.

1. Page 6, Standard Contract, dated 03/2010, Section II.A., is hereby amended to read:

A. Contract Amount

The department shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed **\$13,013,490.00** 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.

2. Page 25, Attachment I, Section B.1.a.14), Regional JITP Training Events, is hereby added to read:

14) Regional JITP Training Events

When contract funding allows for it and with the Department's written approval, the Provider shall conduct one or more Regional JITP Training Events (training events). Written approval from the Department must be obtained for each regional training event.

- a) The purpose of these training events is to assist the JITP coordinators in educating the legal community on the JITP program while ensuring those who refer to the program have adequate understanding of the services provided.
- b) Topics of the training will vary by region and audience, but may include applicable Rule and Law, commitment process for both community and secure restoration services, process for referral and obtaining services, services provided, process for those who are restorable versus non-restorable, process for restoring competency, and identifying proper referrals.
- c) The target audiences for these training events are primarily public defenders, state attorneys, judges, and evaluators.
- d) The Provider shall submit a Training Summary Report after each Regional JITP Training Event. This reports shall include, at a minimum, the following items:
 - i. a summary of topics discussed;
 - ii. a copy of the training materials used; and
 - iii. a brief narrative of the training event.
- e) The Provider shall be reimbursed only for their travel expenses and expenses related to training supplies, at costs not exceed the amounts listed in the Regional JITP Training table in Section C.1.b.

3. Page 31, Attachment I, Section B.4.a.2), is hereby added to read:

2) A secondary service unit, defined as one (1) Regional JITP Training Event, may be paid to the Provider on a cost reimbursement basis only and shall follow the maximum number of trainings allowed and maximum reimbursement amounts allowed, as listed in Section C.1.b.

4. Page 42, Attachment I, Section C.1., Total Dollar Amount of Contract, is hereby amended to read:

1. Total Dollar Amount of Contract

This is a three (3) year fixed price (unit cost) and cost reimbursement contract that shall not exceed the annual and total contract amounts listed in the Secure Residential JITP Contract Funding table below. All amounts are subject to the availability of funds.

Secure Residential JITP Contract Funding	
State Fiscal Year	Amount
2011/2012	\$4,394,849.00
2012/2013	\$4,096,736.50
2013/2014	\$4,521,904.50
Total Contract Amount	\$13,013,490.00

- a. For the fixed price (unit cost) portion of the contract, Department shall pay the Provider for the delivery of service units in accordance with the terms of this contract. For each fiscal year included in this contract, the Department agrees to pay for the service units at the unit prices listed in the Secure Residential JITP Bed Day Rate table below:

Secure Residential JITP Bed Day Rate		
State Fiscal Year	Service Units	Unit Price
2011/2012:	Filled Bed Rate	\$354.50
	Unfilled Bed Rate	\$343.50
2012/2013:	Bed Day Rate	\$353.55
2013/2014:	Bed Day Rate	\$353.55

- b. For the cost reimbursement portion of this contract, the Department may reimburse the Provider for allowable expenditures incurred pursuant to the terms and conditions of the contract, as defined in Section B.1.a.14), of this contract. For each fiscal year included in this contract, the amounts to be reimbursed shall not exceed the amounts listed in the Regional JITP Training

table below. These amounts are subject to the availability of funds.

Regional JITP Training			
Region	Maximum Reimbursement Allowed Per Training	Maximum # of Trainings Per State Fiscal Year	Maximum Reimbursement Allowed Per State Fiscal Year
Northwest	\$700.00	3	\$2,100.00
Northeast	\$600.00	3	\$1,800.00
Central	\$700.00	3	\$2,100.00
Suncoast	\$900.00	3	\$2,700.00
Southeast	\$1,000.00	3	\$3,000.00
Southern	\$1,000.00	3	\$3,000.00
Maximum Reimbursement Per Fiscal Year			\$14,700.00
<i>These costs were based off a travel budget submitted by the Provider.</i>			

5. **Page 42, Attachment I, Section C.3., Supporting Documentation Requirements, is hereby amended to read:**

3. Supporting Documentation Requirements

- a. The Provider shall maintain records documenting the total number of clients and names, or unique identifiers, or clients to whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provisions can be maintained.
- b. Training supplies related to JITP Training Events: Receipts and documentation are required for all expenses of this nature.
- c. Travel related to JITP Training Events: For all travel expenses, a Department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with s. 112.061, F.S., governing payments by the state for traveling expenses. Children and Families Operating Procedure (CFOP) 40-1 (Official Travel of DCF Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.
- d. Additional documentation may be requested by the Department in order to approve an invoice and validate services.

6. **Page 106, Exhibit O, Invoice, dated July 1, 2008, is hereby deleted in its entirety and page 106, Exhibit O, Invoice, dated March 1, 2013, is inserted in lieu thereof and attached hereto.**

This amendment shall begin on March 1, 2013 or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments hereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with the amendment are still in effect and are to be performed at the level specified in the contract.

This amendment is hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this **five (5) page** amendment to be executed by their officials thereunto duly authorized.

PROVIDER:
TWIN OAKS JUVENILE DEVELOPMENT,
INC.

BY:

NAME: Donald B. Read

TITLE: President and Chief Executive Officer

DATE: 3/19/13

FEDERAL ID NUMBER:

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND
FAMILIES

BY:

NAME: Robert Siedlecki

TITLE: Assistant Secretary for Substance Abuse and Mental Health

DATE: 3/25/13

Exhibit O

Invoice

**Florida Department of Children and Families
Substance Abuse and Mental Health Program Office
Juveniles Incompetent to Proceed**

FIXED PRICE/UNIT RATE AND COST REIMBURSEMENT INVOICE PAYMENT REQUEST

**SECTION 1: VENDOR DETAIL
This section to be completed by the provider.**

1. Provider's Name:	4. Providers Telephone:
2. Federal ID Number:	5. Contract Number:
3. Mailing Address for Warrant:	6. Invoice Number:

**SECTION 2 - SERVICES AND DELIVERABLES
This section to be completed by the provider.
Rows may be added as needed.**

DESCRIPTION OF SERVICES AND DELIVERABLES FOR SECURE JITP BED DAYS:

Service Period Begin Date	Service Period End Date	Service Units	Rate	AMOUNT REQUESTED
				\$

DESCRIPTION OF SERVICES AND DELIVERABLES FOR REGIONAL JITP TRAINING (COST REIMBURSEMENT ONLY):

Regional Location of Training Event	Date(s) of Training Event	AMOUNT REQUESTED
		\$
TOTAL INVOICE AMOUNT		\$

**SECTION 3 - REQUIRED SUPPORTING DOCUMENTATION
This section to be completed by the provider.**

1 _____

2 _____

I certify the above to be accurate and in agreement with the provider's records and with the terms and conditions of the contract. Additionally, I certify that all information and support documentation are attached as required by the contract.

Signature _____ Title _____ Date _____

**SECTION 4 - FUNDING DETAIL
This section to be completed by the Department's Contract Manager**

AMOUNT APPROVED FOR PAYMENT										\$
Organization Code	L1	GF	SF	FID	BE	CATEGORY	EO	OCA	OBJECT	

I certify that this invoice has been reviewed and approved for payment.

Signature of Department Contract Manager _____ Date _____

September 22, 2013

Contract # LH234
Amendment # 0004

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "**Department**" and **Twin Oaks Juvenile Development, Inc.**, hereinafter referred to as the "**Provider**", amends **Contract # LH234**.

Amendment #0001 revised contract requirements in Attachment I, updated the total contract dollar amount and method of payment, and replaced Attachment II.

Amendment #0002 revised contract requirements in Attachment I, updated the total contract dollar amount and method of payment.

Amendment #0003 revised contract requirements in Attachment I to allow the Provider to conduct JITP training events throughout the Department's regions, updated the total contract dollar amount, and added a second method of payment (cost reimbursement) for travel and supply expenses related to the regional JITP training events.

The purpose of this Amendment #0004 is to add a special provision incorporating those provisions required by 45 CFR s.164.504(e). This amendment also replaces all references to "mental retardation" with "intellectual disability", as required by the Legislature through Ch. 2013-162, Law of Florida.

1. Page 7, Standard Contract, after IN WITNESS THEREOF, delete "120" and replace with "125".
2. All references to the term "mental retardation" are hereby deleted and replaced with the term "intellectual disability" throughout all attachments and exhibits of this contract.
3. All references to the term "mentally retarded" are hereby deleted and replaced with the term "intellectually disabled" throughout all attachments and exhibits of this contract.
4. Page 46, Attachment I, Section D.1.h., **Special Provisions**, is hereby added to read:
 - h. Health Insurance Portability and Accountability Act.** In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment III to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to Provider's performance of this Contract. The provisions of the foregoing Attachment III supersede all other provisions of Attachment I regarding HIPAA compliance.
5. Pages 121-125, Attachment III, is hereby inserted and attached hereto.

This amendment shall begin on September 22, 2013, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions of the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions of the contract not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

September 22, 2013

Contract # LH234
Amendment # 0004

This amendment is hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this seven (7) page amendment to be executed by their undersigned officials as duly authorized.

PROVIDER:
TWIN OAKS JUVENILE DEVELOPMENT, INC.

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND
FAMILIES

SIGNED
BY: _____

[REDACTED]

NAME: Donald B. Read

TITLE: President and Chief Executive Officer

DATE: 11/20/13

SIGNED
BY: _____

[REDACTED]

NAME: Nevin Smith, Ph.D.

TITLE: Interim Assistant Secretary for
Substance Abuse and Mental Health

DATE: 12-31-13

FEDERAL ID NUMBER: [REDACTED]

ATTACHMENT III

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function , activity, service , other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal

- enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
 - 2.1.5 Notify the Department's Security Officer, Privacy Officer and 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;
 - 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
 - 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
 - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
 - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
 - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
 - 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
 - 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
 - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
 - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
 - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
 - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).
 - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
 - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
 - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
 - 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health

- information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
- 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
- 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.