

PROVIDER AGREEMENT

This Provider Agreement ("Agreement") is made and entered into by Lutheran Services Florida, Inc., a Florida non-profit corporation ("LSF") and Clay County School Board and shall be effective as of July 1, 2012 (the "Effective Date").

RECITALS

WHEREAS, LSF is a statewide, non-profit, human services agency dedicated to helping all people in need regardless of religious affiliation, age or national origin;

WHEREAS, LSF anticipates that it will execute a contract with the Florida Department of Children and Families ("DCF") for substance abuse and mental health management services on or before July 1, 2012 (the "Florida Contract");

WHEREAS, execution of the Florida Contract is a condition precedent to the commencement of this Agreement and the parties' responsibilities to go forward with this Agreement; and

WHEREAS, Provider and DCF entered into that certain contract ("DCF-DH693") whereby Provider agreed to provide certain services more specifically identified and set forth in the DCF-Provider Contract (the "Services").

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 INCORPORATION OF RECITALS

Section 1.1 The parties acknowledge and agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.0 INCORPORATION OF DCF-PROVIDER CONTRACT AND ASSUMPTION OF RIGHT AND OBLIGATIONS

Section 2.1 Incorporation of DCF-Provider Contract. The terms and conditions of the DCF-Provider Contract are incorporated herein and made a part of this Agreement by this reference. In the event of any conflict between the terms of this Agreement and the terms of the DCF-Provider Contract, such conflict shall be resolved in a manner that best expresses the overall intent of the parties, as determined by LSF in its sole discretion. The parties acknowledge and agree that, as of the Effective Date, this Agreement is intended to supersede and replace the DCF-Provider Contract.

Section 2.2 Assumption of Rights and Obligations. The parties agree to be bound to each other in the same manner as DCF and Provider are bound to each other under the DCF-Provider Contract. Accordingly, as of the Effective Date, LSF assumes the rights and obligations of DCF under the DCF-Provider Contract and Provider assumes towards LSF, under this Agreement, all of the obligations and responsibilities which Provider assumes towards DCF, under the DCF-Provider Contract.

3.0 DATA SHARING PROTOCOL

Section 3.1 Data Sharing Protocol. LSF, through its contract with DCF, holds the legal authority to access all data for the Florida Contract. The parties to this Provider Agreement agree that this data may physically reside with a subcontractor to LSF, but all ownership and access to

data is maintained by DCF and LSF. The Parties understand and agree that at all times during this contract both DCF and LSF have the legal authority to access or request data specific to the Florida Contract and that such access must be granted.

4.0 MISCELLANEOUS

Section 4.1 No Liability Prior to Effective Date. Notwithstanding anything in this Agreement or the DCF-Provider Contract to the contrary, Provider acknowledges and agrees that LSF shall have no liability, obligation or responsibility to Provider whatsoever for any, claim, loss, damage or expense arising out of or relating to the DCF-Provider Contract prior to the Effective Date of this Agreement.

Section 4.2 Notice. Any notice required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery to the receiving party at the address set forth below. If mailed, such notice shall be deemed given and received upon deposit in the U.S. Mail.

If to LSF: Lutheran Services Florida, Inc.
Attn: Samuel M. Sipes, President/CEO
3627A W Waters Avenue
Tampa, FL 33614

If to Provider: Clay County School Board
Attn: Kathryn Lawrence
900 Walnut Street
Green Cove Springs, FL 32043

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement as of the dates specified.

[PROVIDER]

_____	_____
Authorized Signature	Date

Name (Please print or type)	

Title	

LUTHERAN SERVICES FLORIDA, INC.

_____	_____
Authorized Signature	Date

Name (Please print or type)	

Title	