

**CONTRACT BETWEEN**  
**THE STATE OF FLORIDA**  
**DEPARTMENT OF CHILDREN AND FAMILIES**  
**AND**  
**SCHOOL DISTRICT OF CLAY COUNTY**  
**SECOND AMENDMENT**

THIS AMENDMENT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department" and School District of Clay County, hereinafter referred to as the "provider".

The department wishes to amend the contract entered into between said parties on June 29, 2006, first amended on June 2, 2008, for the period July 1, 2006 through June 30, 2009. The purpose of this amendment is to decrease funding and services and make technical changes as follows:

I. Standard Contract, Section II, Paragraph A, Contract Amount, is hereby amended to read:

"A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$214,092.00** 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."

II. Standard Contract, Section III, Paragraph E. 3. and 4., Official Payee and Representatives (Names, Addresses and Telephone Numbers), is hereby amended to read:

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

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

**Wesley Ordonez, Contract Management Unit**  
**Department of Children and Families**  
**5920 Arlington Expressway**  
**Jacksonville, Florida 32211**  
**(904) 723-2015**

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

**Kathryn Lawrence, SEDNET Coordinator**  
**Orange Park Annex**  
**2306 Kingsley Avenue**  
**Orange Park, Florida 32073**  
**(904) 272-8123"**

III. Attachment I, (15 pages), dated 07/01/2006, is hereby deleted and a new Attachment I, (15 pages), dated 07/01/2008, is inserted.

IV. Attachment I, Exhibit A, Services To Be Provided, ( 6 pages), dated 07/01/2006, is hereby deleted and a new Attachment I, Exhibit A, Services To Be Provided, (6 pages), dated 07/01/2008, is inserted.

V. Attachment I, Exhibit B-3, Line Item Operating Budget, FY 08-09, (1 page), dated 07/01/2006, is hereby deleted and a new Attachment I, Exhibit B-3, Line Item Operating Budget, FY 08-09, (1 page), dated 07/01/2008, is inserted.

VI. Attachment I, Exhibit C-3, FY 08-09, Budget Narrative, (1 page), dated 07/01/2005, is hereby deleted and a new Attachment I, Exhibit C-3, FY 08-09, Budget Narrative, (1 page), dated 07/01/2008, is inserted.

VII. Attachment I, Exhibit D-3, FY 08-09, Cost Reimbursement Report Of Expenditures And Request For Payment/Advance, (1 page), dated 07/01/2004, is hereby deleted and a new Attachment I, Exhibit D-3, FY 08-09, Cost Reimbursement Report Of Expenditures And Request For Payment/Advance, (1 page), dated 07/01/2008, is inserted.

VIII. Attachment I, Exhibit H, District 4 SAMH Incident Report Form, (4 pages), dated July 1, 2006, is hereby deleted and a new Attachment I, Exhibit H, CFOP 215-6, Incident Reporting And Client Risk Prevention, (4 pages), dated November 1, 1998, is inserted.

This amendment shall be effective August 22, 2008 or the date 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 this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this 30 page amendment to be executed by their undersigned officials as duly authorized.

PROVIDER: School District of Clay County

FLORIDA DEPARTMENT OF  
CHILDREN AND FAMILIES

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print/Type  
Name: Carol Studdard

Print/Type  
Name: Vicki M. Abrams

Title: School Board Chairperson

Title: Circuit 4 Operations Manager

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

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

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

Refer to the Glossary in the Department of Children and Families Operating Procedure (CFOP) 75-2, Contract Management System for Contractual Services, which can be found at the following web site:

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

**b. Program/Service Specific Terms**

- (1) Community Based Care (CBC) Lead Agency – The not for profit or governmental community-based care provider responsible for coordinating, integrating and managing a local system foster care and related supports and services for eligible children and families
- (2) Provider – An organization or individual providing services or materials to the department in accordance with the terms of the contract.
- (3) Provider Fiscal Year – An accounting period of twelve consecutive months.
- (4) SAMH – an acronym for Substance Abuse and Mental Health
- (5) Family Services Planning Teams (FSPTs) may be comprised of community provider staff, including therapists, case managers, Department of Juvenile Justice staff (if applicable), designated school personnel, CBC Lead agency Family Service Counselor staff and Department of Children & Families Protective Investigation staff, designated staff person of the Substance Abuse & Mental Health Program office, a SEDNET staff person, foster parents, parents and other professionals involved in developing a case plan for a child.
- (6) Circuit 4 TRT – A Treatment Review Team meeting that is held once a month at Department of Children and Families Substance Abuse and Mental Health office which reviews children referred by a County FSPT committee for possible mental health residential placement, reviews the progress or lack of progress of children currently in mental health residential placements, and

assists with discharge planning for children either back to the community or to another mental health residential placement.

(7) County FSPT – A FSPT meeting that is held once a month in Clay, Nassau and several times a month in Duval County which develops a plan of care, recommends and funds outpatient wraparound services when appropriate in order to maintain children in the least restrictive placement in the community. The FSPT committee may recommend evaluations by an independent evaluator or referral to the Circuit Treatment Review Team if the committee feels that mental health residential placement may be necessary after all services in the community have not been successful.

(8) SEDNET – The Multi-agency Network for Students with Severe Emotional Disturbance is a nationally unique system of statewide collaboration essential to the success of students in need of integrated education and treatment services.

## **2. General Description**

### **a. General Statement**

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

The services to be performed include quality administration of the Circuit 4 Treatment Review team and County FSPT committee meetings.

These services are consistent with the community-based substance abuse and mental health services for adults and children as authorized in section 394.74, F.S. The services are provided within the guidelines specified in CFOP 155-10 Mental Health Services for Children in the Custody of the Department, 4DOP 55-401 and 4DOP 55-402.

### **b. Authority**

Subsections 39.001(2), 39.001(4), 394.457(3), and 397.304(2), F.S provide the department with authority to contract.

### **c. Scope of Service**

The following scope of service applies to each fiscal year of the contract period. The provider is responsible for the administration and provision of services and projects in the following counties:

(1) Coordination of the Circuit 4 TRT and the County FSPTs. Circuit 4 consists of Clay, Duval, and Nassau Counties.

(2) Administration of the wraparound service funds for services identified on FSPT case plans, recommended by the Circuit 4 TRT, or requested by the Department's Substance Abuse & Mental Health (SAMH) Program Office.

**d. Major Program Goals**

To promote and improve the mental health of the citizens of the state by making substance abuse and mental health treatment and support services available through a community-based system of care.

The SEDNET staff will provide quality administration of the Circuit 4 TRT and County FSPT services. The goal of the TRT and FSPT process is to enable children with an emotional disturbance, serious emotional disturbance, or psychiatric disorder to live at home or in the community in the least restrictive environment and succeed in school.

**3. Clients to be Served**

**a. General Description**

This contract provides coordination and oversight services to the following target populations of children:

- Seriously Emotionally Disturbed
- Emotionally Disturbed
- At Risk of Emotional Disturbance

**b. Client Eligibility**

Circuit 4 children and adolescents known, referred to, reviewed by or closed to the Circuit 4 TRT or County FSPT will benefit by the coordination and oversight services provided in this contract. Circuit 4 consists of the following three (3) counties:

Clay, Duval and Nassau

**c. Client Determination**

Clients are determined eligible through the Family Services Planning team process and the Treatment Review Team process.

**d. Contract Limits**

The contract is limited to Circuit 4 TRT and County FSPT activities.

**B. Manner of Service Provision**

**1. Service Tasks**

**a. Task List**

The provider will deliver services specified in **Exhibit A, Services To Be Provided.**

**b. Task Limits**

All tasks must be performed in accordance with **Exhibit A, Services To Be Provided.**

**2. Staffing Requirements**

**a. Staffing Levels**

Project Manager	.2 FTE
Secretary	.2 FTE

**b. Professional Qualifications**

Project Manager – Master’s Degree in Guidance and Counseling

Secretary – Professional requirements of the School District of Clay County

**c. Staffing Changes**

The provider agrees to notify the department, in writing, of staffing changes in the following positions: Project Manager

**d. Subcontractors**

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. 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.

**3. Service Location and Equipment**

**a. Service Delivery Location**

The provider agrees to notify the department's contract manager in writing within seven (7) calendar days of any changes in the following service delivery locations:

Services will be delivered at the School District of Clay County, SEDNET Office, Orange Park Annex, 2306 Kingsley Avenue, Orange Park, Florida, 32073 and at various locations in Circuit 4.

**b. Service Times**

Circuit 4 TRT and FSPT meetings are scheduled in advance and schedules are sent out by fax to all interested parties.

Office hours are Monday through Friday 7:30 a.m. to 4:00 p.m.

The Project Manager is available to the contract manager for emergency technical assistance after hours if needed.

**c. Changes in Location**

The provider agrees to notify the contract manager in writing within seven (7) calendar days of any changes in location.

**d. Equipment**

The provider agrees to supply all equipment necessary to perform the functions of the contract except for a copy machine that was previously purchased by the department.

The provider agrees to maintain and insure the copy machine and include it in the provider's inventory report.

**4. Deliverables**

**a. Services**

A unit of service is one month of professional services as described in **Exhibit A, Services To Be Provided**. This contract is paid on a cost reimbursement basis.

**b. Records and Documentation**

The provider agrees to keep documentation of all mental health and wraparound services funded through this contract at the SEDNET office. The documentation will include copies of all "Therapeutic Services" forms (**Exhibit G**) received by the provider.

The provider agrees to keep a computerized record of all clients being served by the Circuit 4 TRT and County FSPTs.

The provider agrees to keep a client file on all children reviewed by the Circuit 4 TRT.

**c. Reports**

The provider will submit to the department properly completed financial and programmatic reports specified in **Exhibit E, Required Reports**, by the dates specified.

**5. Performance Specifications****a. Performance Measures**

The provider agrees to the performance measures as outlined in **Exhibit A** of this contract.

**b. Description of Performance Measurement Terms**

- (1) Satisfaction forms are defined as surveys written and distributed by the provider which have been approved by the department's contract manager.
- (2) "Staffed" indicates regularly scheduled meetings to review clients.

**c. Performance Evaluation Methodology**

- (1) The results of each of the following calculations will be converted to percentages for determining the level of provider performance.

(a) The calculation of the performance measure for participation in meetings is:

$$\frac{\text{\# of meetings SEDNET Staff attended}}{\text{\# of meetings scheduled}}$$



(b) The calculation of the performance measure for % of cases staffed and notice given is:

$$\frac{\text{\# of cases staffed \& notice returned within 5 working days}}{\text{\# of cases referred to TRT}}$$

(c) The calculation of the performance measure for reports submitted within allotted time is:

$$\frac{\text{\# of monthly reports submitted in allotted time}}{\text{\# of monthly reports required to be submitted}}$$

(d) The calculation of the performance measure for satisfaction is:

$$\frac{\text{\# of Satisfaction forms received indicating satisfaction}}{\text{\# of Satisfaction forms received by the provider}}$$

(e) The calculation of the performance measure for % of cases referred and notice given is:

$$\frac{\text{\# of cases screened and notice given within 5 working days}}{\text{\# of cases referred for services by FSPT committees, Circuit 4 TRT or SAMH Program Office.}}$$

- (2) By execution of this contract, the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, the department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the department within the prescribed time, and if no extenuating circumstances can be documented by the provider to the department's satisfaction, the department must terminate the contract. The department has the sole authority to determine whether there are extenuating or mitigating circumstances.
- (3) The department's contract manager will monitor the performance measures specified above during the contract period to determine if the provider is achieving the levels that are specified.

## 6. Provider Responsibilities

### a. Provider Unique Activities

- (1) In addition to those set out in Section I.C. of the Standard Contract, the provider agrees to comply with all other applicable federal laws, state statutes and associated administrative rules as may be promulgated or amended. See **Exhibit F, Minimum Service Requirements**.
- (2) If required by 45 CFR Parts 160, 162, and 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.

#### **b. Coordination With Other Providers/Entities**

The provider agrees to coordinate services with other school districts within Circuit 4 and other organizations that are involved with providing supports to the children who have been staffed by the Circuit 4 TRT and County FSPT's. These organizations include but are not limited to Community-Based Care lead agencies and their subcontractors.

### **7. Department Responsibilities**

#### **a. Department Obligations**

The department will provide technical assistance to the provider; however, the absence of the provision of specific technical assistance does not alleviate the responsibility of the provider to perform required tasks under this contract.

#### **b. Department Determinations**

The department has the authority to determine the acceptance of required reports.

#### **c. Monitoring Requirements**

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

### **C. Method of Payment**

#### **1. Payment Clauses**

This is a cost reimbursement contract. The department shall reimburse the provider

for allowable expenditures incurred pursuant to the terms of this contract for a total dollar amount not to exceed \$214,092.00, subject to the availability of funds. Reimbursement shall not exceed the following limits:

- \$87,386.00 for the time period of July 1, 2006 through June 30, 2007.
- \$87,386.00 for the time period of July 1, 2007 through June 30, 2008.
- \$39,320.00 for the time period of July 1, 2008 through June 30, 2009.

## **2. MyFloridaMarketPlace Transaction Fee**

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

## **3. Invoice Requirements**

- a. The provider shall request reimbursement on a monthly basis through submission of a properly completed invoice, **Exhibit D-1, D-2, and D-3, Cost Reimbursement Report of Expenditures and Request for Payment/Advance** within thirty (30) days following the end of the month for which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation.
- b. Payment may be authorized only for allowable monthly expenditures on the invoice, which are in accord with the limits specified on the approved **Line Item Operating Budget, Exhibits B-1, B-2, and B-3**. The provider must submit a written request and obtain written approval from the department prior to making any changes between categories of the contract budget. Such changes between categories may be allowed if the following conditions are met: There is no change in the scope or objective of the contract. The change does not increase or decrease the original dollar amount of the contract. There is another category in the budget from which funds can be shifted. The change does not involve establishing a new category or totally eliminating a category. The change does not involve shifting more than **10%** of the funds from any single category. Budget changes which do not meet these conditions will require a properly executed amendment, signed by the provider and the department on or before the effective date for implementation of the specific change.
- c. **Exhibits C-1, C-2, and C-3, Budget Narrative** provide detailed budget information and justification for line items in **Exhibits B-1, B-2, and B-3**.
- d. The provider's final invoice must reconcile actual costs during the contract period with the amount received from the department.

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

#### **4. Supporting Documentation**

##### **a. Professional Services Fees on a Time/Rate Basis**

The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate times the number of hours worked, must be stated. Supporting documentation must be included detailing the hours represented on the invoice. Such documentation should include copies of timesheets or time logs, and/or valid payroll registers. Proof of salaries and fringe benefits paid is required. The State Comptroller's Office reserves the right to require further documentation on an as needed basis.

##### **b. Postage and Reproduction Expenses**

Purchases made from outside vendors must be supported by paid invoices and/or receipts. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documentation.

##### **c. Expenses**

Paid receipts are required for all expenses incurred, (e.g., office supplies, printing, long distance telephone calls).

##### **d. Travel**

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 section 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families 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.

##### **e. Conference Travel**

Prior approval is required in accordance with section 112.061, F.S., and must be certified on Form DFS-AA-13 (State of Florida Authorization to Incur Travel

Expense) with a copy of the program or agenda of the conference attached. Reimbursement will be in accordance with the provisions of the clause above entitled "Travel." See CFOP 40-1 for further explanation, clarification and instruction.

#### **f. Service Delivery Documentation**

The provider must maintain records documenting the total number of clients and names (or unique identifiers) of clients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting service provision is available. Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

### **D. Special Provisions**

#### **1. Non-Expendable Property**

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

b. 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.

c. 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; information needed to

calculate the federal and/or state share of its cost.

d. 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.

e. The provider hereby agrees that all inventories required by this contract shall be updated and accurate to the date of inventory certification. 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.

f. 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 pursuant to this contract. Upon return to the department, all property must be 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.

g. 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.

h. The provider hereby agrees to indemnify the department against any claim or loss arising out of the operations of any motor vehicle purchased by or transferred to the provider pursuant to this contract.

i. A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved contract budget.

## **2. Dispute Resolution**

a. The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) working days of the execution of this contract, each party shall designate one person to act as the its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute

resolution, the representatives will conduct a face to face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Executive Director and the Program Supervisor of the respective parties.

b. Upon referral to this second step, the Executive Director and the Program Supervisor shall confer in an attempt to resolve the issue.

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

### **3. Competitive Bidding/Related Party Transactions**

In the purchase or procurement of all supplies and services relative to this contract (including the lease of space for use in the performance of this contract), the provider agrees to obtain such goods or services at the lowest practical cost. The provider shall utilize procurement procedures that are in accordance with guidelines contained in OMB Circular A-133 Compliance Supplement, which shall include the use of competitive bidding practices to the maximum extent practical.

The provider agrees that it will not purchase, lease, or otherwise procure goods, services, or leased space with any officer, agent or employee of the provider or with any business entity which employs, uses, or has substantial ownership by any officers, agents or employees of the provider, unless such purchases or other procurements are in compliance with the competitive procurement provisions above.

Further, regardless of the source of funding, the provider agrees to comply with the provisions of all applicable state or federal cost principles, or the provisions of OMB Circular A-122 where other cost principles do not apply.



#### **4. Contract Renewal**

This contract may be renewed for one term not to exceed three 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.

#### **5. Incident Reporting**

The provider will report to the department, in writing, information related to client risk prevention and incidents as defined in CFOP 215-6. See **Exhibit H, Incident Reporting And Client Risk Prevention.**

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

- 1. Exhibit A, Services To Be Provided**
- 2. Exhibit B-1, B-2, and B-3, Line Item Operating Budget**
- 3. Exhibit C-1, C-2, and C-3, Budget Narrative**
- 4. Exhibit D-1, D-2 and D-3, Cost Reimbursement Report Of Expenditures And Request For Payment/Advance**
- 5. Exhibit E, Required Reports**
- 6. Exhibit F, Minimum Service Requirements**
- 7. Exhibit G, Therapeutic Services**
- 8. Exhibit H, CFOP 215-6, Incident Reporting And Client Risk Prevention**

07/01/2008	Exhibit A	Cost Reimbursement Contract
		SAMH Services Program

**SERVICES  
TO BE PROVIDED**

Provider: School District of Clay County

Contract Number: DH635

**Services to Be Provided:**

The following services to be provided by the Circuit 4 SEDNET (Severely Emotionally Disturbed Network) Staff each fiscal year covered in the contract period:

**A. Identification and Engagement Strategies:**

This contract serves Clay, Duval and Nassau Counties. The target populations of children to be served are Severely Emotional Disturbed, Emotionally Disturbed, and At Risk of Emotional Disturbances. This contract will also service 18 to 22 year old adolescents in this population that are receiving educational services. Special consideration will be given to children currently involved in or at risk of placement in therapeutic residential services, Juvenile Justice, and/or Foster Care. These children and adolescents will be referred to Family Service Planning Team (FSPT) and if determined eligible referred to Treatment Review Team (TRT). Substance Abuse and Mental Health (SAMH) funds will support wraparound services for these children.

**B. Service Delivery Strategies:**

Children's Mental Health funds will support .2 FTE position to provide quality administration of Circuit 4 TRT and FSPT services. Wraparound funds will provide additional services when deemed necessary to enable children with severe emotional disturbances, emotionally disturbed, and at risk of emotional disturbance to live at home or in the community in the least restrictive environment.

Adult Mental Health funds will provide wraparound services for Transition FSPT for adolescents that are transitioning out of Children's Mental Health. These adolescents have serious emotional disturbances and are in an educational program or wish to be in an educational program.

Children and adolescents will be reviewed at least every 3 months for effectiveness and need to continue services. The FSPT or TRT will determine the discharge criteria. The project manager will track the wraparound funding. Other funding sources (school system, charities, etc.) will be utilized before wraparound funds are committed.

07/01/2008	Exhibit A	Cost Reimbursement Contract
		SAMH Services Program

**C. Continuing Care Strategies:**

The FSPT and TRT teams monitor and strive to ensure the client moves smoothly through the system of care. The client is staffed for appropriate services through FPST. These services are reviewed by FSPT on a regular basis. The Transition FSPT strives to identify unique needs and can access adult mental health wraparound funds when the client turns 18.

1. For parent custody children in the community: If the FSPT team feels the child might need a mental health residential placement the FSPT team will make a referral to the Circuit 4 TRT for review for appropriateness of residential placement.

- a. If the Circuit 4 TRT decides that a child meets criteria for residential placement, the Circuit 4 TRT will recommend referral to the appropriate mental health residential providers for consideration dependent upon the child's insurance or available state funds.
- b. If the Circuit 4 TRT decides that the child does not meet criteria for a mental health residential placement, the child's case will be referred back to the FSPT for further assistance with outpatient services.

2. Coordination of the Circuit 4 TRT and the FSPT includes but is not limited to the following:

- a. Review service plans every three months in conjunction with the FSPTs for children/adolescents who are at clear risk for residential placement.
- b. Track the progress of children on the Circuit 4 TRT Priority Service List (children waiting for residential placement when an appropriate provider or funding is not yet available) and those in residential treatment. Maintain all progress documentation of client activities as indicated in the contract.
- c. Maintain effective liaison with residential placement providers, Mental Health Case Managers and other community agency staff and FSPT teams. Meet regularly with the department's SAMH (Substance Abuse and Mental Health) Children's Mental Health Specialist to review children referred to the Circuit 4 TRT, those on the Priority Service List, movement of the children, and other related matters.
- d. Maintain current listing of residential services and community providers in the state.
- e. Attend Circuit 4 TRT and FSPT meetings to assure effective continuity of care regarding the clients.

07/01/2008	Exhibit A	Cost Reimbursement Contract
		SAMH Services Program

- f. Submit required reports to the contract manager, including Priority Service List, and relevant data as listed in Exhibit E.
- g. Be available to respond to questions or requests about children in residential treatment.
- h. The SEDNET Staff will receive direct supervision from the Clay County ESE (Exceptional Student Education) Director consistent with the School District of Clay County Policy. Appropriate Department of Children and Families' training will be offered to the SEDNET Staff.
- i. The SEDNET Staff will provide 8 hours per week to the coordination of the Circuit 4 TRT and FSPTs and schedule work hours to properly fulfill the job responsibilities and take into consideration the normal routine of the other agencies and the School District of Clay County.
- j. The SEDNET Staff will authorize purchases of mental health and wraparound services identified in Family Service Planning Team (FSPT) case plans, by the TRT, or requested by the SAMH program office, upon written request by using the Request for Purchase of Mental Health and/or Wraparound Services form as in Attachment I, Exhibit G, of this contract. A copy of the FSPT Plan as supporting documentation will also be submitted to the SEDNET Staff. Wraparound services include, but are not limited to tutoring, parenting classes, camp, clothing, after school activities, miscellaneous supports for the family and medical supplies.
- k. The SEDNET Staff may subcontract with Substance Abuse and Mental Health (SAMH) contracted community mental health providers to provide mental health and wraparound services. Any SAMH provider that SEDNET subcontracts with will submit reports as required in their SAMH contracts regarding the client services and outcome measures that SEDNET is purchasing.

**D. Population to benefit from the coordination services provided:**

FY 06-07: 200                      FY 07-08: 200                      FY 08-09: 200

The target population will be the following community children and adolescents known, referred, reviewed or discharged by the Circuit 4 TRT and the FSPT. Circuit 4 consists of the following three (3) counties: Clay, Duval and Nassau Counties.

- 1. All children presented to the Circuit 4 TRT for staffing for recommendation for residential placement.

07/01/2008	Exhibit A	Cost Reimbursement Contract
		SAMH Services Program

2. Children who are on the Priority Service List and at clear risk for residential placement.
3. Children currently in residential treatment facilities that need to be monitored and reviewed at the Circuit 4 TRT.
4. Children discharged from a Circuit 4 TRT or SIPP residential placement and receiving or referred for non-residential resources.
5. Children who are recommended for mental health or wraparound services by Circuit 4 TRT or FSPT in order to maintain or stabilize the child and family in the community thereby helping to reduce the number of out of home placements.

**E. Goals and Objectives:**

The primary goal of the project is to provide quality administration of the Circuit 4 TRT and the FSPTs to community children with an emotional disturbance, serious emotional disturbance, or psychiatric disorder and their families in the community. Services will be directed to these children to enhance their appropriate placement in the least restrictive setting; to maximize discharge planning; and to assure their rapid access to and continuity across a range of service components spanning multiple organizations. Specific objectives and goals of the SEDNET program are outlined below.

1. Evaluate the progress of Circuit 4 children for discharge from residential treatment placement, in conjunction with the Department of Children and Families, Substance Abuse and Mental Health, Children's Mental Health Specialist, targeted case managers, parents and any other mental health professional who is involved in a child's case. Meet with professional care providers of children in treatment settings. Assist in formulating and facilitating the most appropriate feasible discharge arrangement for residence, education, medical, social service, and other relevant needs.
2. Monitor treatment of children currently in residential treatment facilities on at least a semi-annual basis.
3. Maintain the required reporting necessary for the tracking of children waiting for or in residential treatment (i.e., Priority Service List, residential placement listing).
4. Create and maintain effective liaison between care providers, Substance Abuse and Mental Health staff, and the Circuit 4 TRT and FSPT committee members.

07/01/2008	Exhibit A	Cost Reimbursement Contract
		SAMH Services Program

5. Provide ongoing technical assistance and training to mental health case managers, Circuit 4 TRT and FSPT meetings, assessment, planning, linking, monitoring, and advocacy to enhance the possibility that residential treatment is avoided.
6. Develop resource information for the Circuit 4 TRT and the FSPT committee members. Identify community service needs for the target population.
7. Link Family Service Planning Team (FSPT) children to community providers for services in order to maintain or stabilize the child and family in the community in an effort to reduce the number of out of home placements.
8. Track FSPT clients referred by the FSPT Committee to the SEDNET Staff for mental health and/or other wraparound services, verify need for service, connect to appropriate approved service, and provide payment for the approved service.

**F. Staffing:**

The SEDNET staff consists of a Project Manager with a Master's Degree and a Secretary.

**G. Evaluation:**

The contract will be evaluated by the Department of Children and Families and the Clay County ESE Director to review the program goals, policies and service provisions, as well as program effectiveness. A copy of the Clay County ESE Director's review shall be submitted to the department's contract manager within 30 days of the Director's review.

**H. Performance Measures:**

1. Provider staff will attend and participate in 75% of the scheduled FSPT meetings and 95% of the scheduled Circuit 4 TRT meetings.
2. 100% of the cases referred to the Circuit 4 TRT will be staffed by the Circuit 4 TRT and notice will be given by the SEDNET staff to the referral source of acceptance or rejection within (5) working days.
3. Provider will submit 100% of all reports within the specified time limits.

07/01/2008	Exhibit A	Cost Reimbursement Contract
		SAMH Services Program

4. Satisfaction forms completed by referral sources, Department of Children and Families staff, providers, and parents will show 80% satisfaction overall.
  
5. 100% of the cases referred to the SEDNET Staff by the FSPT Committees, Circuit 4 TRT, or requested by the SAMH Program Office for mental health and wraparound services will be evaluated for appropriateness. The SEDNET staff will notify the referral source of acceptance or rejection within five (5) working days.

**Exhibit B-3**

**LINE ITEM OPERATING BUDGET  
FY 08-09**

AGENCY\_ School District of Clay County

CONTRACT # DH635

CONTRACT PERIOD FROM 07/01/06 TO 06/30/09 DATE PREPARED 06/20/2008

LINE ITEMS	CONTRACTED AMOUNTS	MATCH AMOUNTS	TOTAL
<b>I. PERSONNEL SERVICES</b>			
(a) SALARIES	\$12,828	\$	\$
(b) FRINGE	\$2,873	\$	\$
<b>TOTAL PERSONNEL =</b>	<b>\$15,701</b>	<b>\$</b>	<b>\$</b>
=====			
<b>II. EXPENSES</b>			
(a) BUILDING OCCUPANCY	\$	\$	\$
(b) PROFESSIONAL SERVICES	\$16,120	\$	\$
(c) TRAVEL	\$	\$	\$
(d) EQUIPMENT COSTS	\$	\$	\$
(e) FOOD SERVICES	\$	\$	\$
(f) MEDICAL AND PHARMACY	\$	\$	\$
(g) SUBCONTRACTED SERVICES	\$	\$	\$
(h) INSURANCE	\$	\$	\$
(i) INTEREST	\$	\$	\$
(j) OPERATING SUPPLIES & EXPENSES	\$499	\$	\$
(k) OTHER	\$7,000	\$	\$
(l) DONATED ITEMS	\$	\$	\$
<b>TOTAL EXPENSES =</b>	<b>\$23,619</b>	<b>\$</b>	<b>\$</b>
=====			
<b>III. NONEXPENDABLE PROPERTY</b>			
(a) EQUIPMENT	\$	\$	\$
(b) PROPERTY	\$	\$	\$
<b>TOTAL NONEXPENDABLE PROPERTY =</b>	<b>=====</b>	<b>=====</b>	<b>=====</b>
<b>IV. ADMINISTRATION</b>			
	\$	\$	\$
=====			
<b>GRAND TOTAL =</b>	<b>\$39,320</b>	<b>\$</b>	<b>\$</b>
=====			



**EXHIBIT C-3**  
**FY 08-09**  
**BUDGET NARRATIVE**

Provider: School District of Clay County

Contract Number: DH635

Budget Details:

**1. Personnel:**

- a. Salaries will pay .20 of the SEDNET project manager's salary \$ 12,828.00  
b. Other Project Staff (Secretary) salary is funded by other revenue sources.

**2. Fringe Benefits:**

Retirement at 9.85 % of salary	\$ 1,264.00
Social Security at 7.65% of salary	\$ 981.00
Insurance	\$ 500.00
Workmens Compensation 1%	\$ 128.00

Total Fringe \$ 2,873.00

**3. Office Expenses:**

Office Expenses will include consumable supplies, reproductions of necessary paper work, printing cost, and postage. \$ 499.00

**4. Professional Services:**

Professional Services will include reimbursement for psychiatrist and/or psychologist to attend and give technical assistance to the Circuit 4 TRT. Psychiatrist fee at \$150.00 per hour and psychologist fee at \$100.00 per hour. This rate is consistent with the typical fees for psychiatric and psychologist services in the community. Funds are also allocated to include, but are not limited to, the following: behavior specialist, psychological evaluations, psychosexual evaluations, therapy, therapeutic friend, parent training, and tutoring services.

\$ 16,120.00

**5. Other:**

a. Other allowable costs are for stabilization of the child or family which may include camp, and miscellaneous wraparound services such as clothing, after school activities, crises supports for the family, medical supplies, and parent training programs designed to help foster parents/parents/guardians deal with emotionally disturbed children and maintain them in the community.

\$ 5,000.00

b. Funding is also set aside for services to assist in transitioning to independent living status.

\$ 2,000.00

Total Other: \$ 7,000.00

**TOTAL**

**\$ 39,320.00**

**Exhibit D-3 FY 08-09  
COST REIMBURSEMENT REPORT OF EXPENDITURES AND REQUEST FOR PAYMENT / ADVANCE**

PROVIDER NAME : School District of Clay County  
 ADDRESS: 900 Walnut Street, Green Cove Springs, Florida 32043  
 TYPE OF REQUEST: Regular  
 CONTRACT # DH635 APPR. CAT. 100435 EO: JK OCA: 19M13 FUND: 000326  
100610 EO: GH OCA: 19M18 FUND: 000326  
 PERIOD COVERED BY THIS REPORT: From 7/1/08 to 6/30/09

BUDGET SUMMARY	TOTAL CONTRACT AMENDED AMT		TOTAL EXPEND. EXPENDITURES	
	AMOUNT	DATE	THIS REPORT	YEAR TO DATE
<b>PERSONNEL SERVICES</b>				
(a) SALARIES	12,828.00			
(b) FRINGE	2,873.00			
<b>TOTAL PERSONNEL =</b>	<b>15,701.00</b>			
<b>II. EXPENSES</b>				
(a) BUILDING OCCUPANCY				
(b) PROFESSIONAL SERVICES	16,120.00			
(c) TRAVEL				
(d) EQUIPMENT COSTS				
(e) FOOD SERVICES				
(f) MEDICAL AND PHARMACY				
(g) SUBCONTRACTED SERVICES				
(h) INSURANCE				
(i) INTEREST				
(j) OPERATING SUPPLIES & EXPENSES	499.00			
(k) OTHER	7,000.00			
(l) DONATED ITEMS				
<b>TOTAL EXPENSES =</b>	<b>23,620.00</b>			
<b>III. NONEXPENDABLE PROPERTY</b>				
(a) EQUIPMENT				
(b) PROPERTY				
<b>TOTAL NONEXPENDABLE PROPERTY =</b>				
<b>IV. ADMINISTRATION</b>				
<b>GRAND TOTAL =</b>	<b>39,320.00</b>			

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

STATE AMOUNT OF PAYMENT \$ \_\_\_\_\_

(to be completed by contract manager)

I CERTIFY THE ABOVE REPORT IS A TRUE AND CORRECT REFLECTION OF THIS PERIOD'S ACTIVITIES AND THAT REPORTED EXPENDITURES HAVE BEEN MADE FOR ALLOWABLE ITEMS RELATED TO THE PURPOSE OF THIS CONTRACT

_____ SIGNATURE OF PROVIDER AGENCY OFFICIAL	Date Invoice Received: _____
_____ TITLE	Date Goods Services Received _____
_____ DATE	Date Inspected and Approved _____
_____ PHONE	Approval Signature _____ Date _____

CF OPERATING PROCEDURE  
NO. 215-6

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

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 committee 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 Reporting Incidents.

- a. Altercation. A physical confrontation occurring between a client and employee or two more clients at the same 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 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.
- 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 Chapter 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 department 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

SUMMARY OF REVISED, ADDED, OR DELETED MATERIAL

This operating procedure was revised to remove references to juvenile justice, update the terminology and add procedures for reporting incidents to the local Human Rights Advocacy Committees.

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