

**SCHOOL BOARD OF CLAY COUNTY - SEDNET**

**Amendment 101**

This amendment (the "Amendment") is made and entered into by and between Lutheran Services Florida, Inc. d/b/a LSF Health Systems, LLC ("LSF") and School Board of Clay County - SEDNET ("Provider") to be effective March 1, 2015. Provider and LSF may be referred to herein individually as a "party" or collectively as "the parties."

**Whereas**, LSF wishes to amend the contract entered into between said parties on July 1, 2012, the purpose of this amendment is to replace the Standard Contract, Attachments, Exhibits and Incorporated Documents.

**NOW THEREFORE**, in consideration of the mutual covenants, and the mutual promises contained hereinafter, and in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, as independent contractors, the parties agree as follows:

1. Capitalized terms herein shall be ascribed the meaning given by the Contract. In the event of conflict between this Amendment and the Contract, this Amendment shall control.
2. Standard Contract is replaced in its entirety with the Standard Contract revised March 17, 2015 incorporated herein. All prior standard contracts with reference to same content are deleted.
3. Attachments I, II and III are replaced in their entirety with the Attachments incorporated herein. All prior attachments with reference to same content are deleted.
4. Attachment IV is incorporated in its entirety into the contract and is provided herein.
5. All Exhibits are replaced in their entirety with the Exhibits incorporated herein. All prior exhibits with reference to the same content are deleted.
6. All Incorporated Documents are replaced in their entirety with the Incorporated Documents incorporated herein. All prior incorporated documents with reference to the same content are deleted.

Except as amended herein, the terms and conditions of the Agreement remain the same in full effect and authority.

The parties' authorized representatives have executed this Amendment with its contracts, attachments, exhibits and incorporated documents to be effective the 1<sup>st</sup> day of March, 2015.

**Lutheran Services Florida, Inc. d/b/a LSF Health Systems, LLC**

**School Board of Clay County - SEDNET**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Printed Name Title

Contact shall ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Network Service Provider's Single Point of Contact.

iv. The Single Point of Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of Network Service Providers and its subcontractors with fifteen (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 is to be completed upon hire and repeated on an annual basis. This attestation shall be maintained in the employee's personnel file.

v. The Network Service Provider's Single Point of Contact shall ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by Network Service Providers and subcontractors. The approved Notices can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>

vi. The Network Service 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 or was denied. The Network Service Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to both, the Managing Entity and the Department of Children and Families Office of Civil Rights.

vii. If the customer or companion is referred to other agencies, the Network Service 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.

viii. The Managing Entity and the Department requires each contract/subcontract provider agency's direct service employees to complete the online training: Serving our Customers Who are Deaf or Hard of Hearing, and sign the Attestation of Understanding. Direct service employees shall also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

j. **Employment Screening.** The Network Service Provider shall ensure that all staff utilized by the Network Service Provider and its subcontractors that are required by Florida law to be screened in accordance with § 435, Fla. Stat., are of good moral character and meet the Level 2 Employment screening standards specified in §§ 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

- i. Employment history check;
- ii. Fingerprinting for all criminal record checks;
- iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- iv. Federal criminal records checks from the Federal Bureau of Investigations via the FDLE; and
- v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.

k. **Human Subject Research.** The Network Services Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46 and 42 U.S.C. § 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

l. **Coordination of Contracted Services.** Section 287.0575, Fla. Stat. mandates various duties and responsibilities for certain state agencies and their contracted service providers and requires the following Florida health and human services agencies to coordinate their management of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs and Department of Veterans Affairs, where applicable. For the purposes of this disclosure, this contract shall be disclosed as a qualified contract based on the subcontractor relationship with the Department of Children and Families.

In accordance with § 287.0575(2), Fla. Stat., each Network Service Provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of its health and human services contracts to the respective Contract Manager/Network Manager. The list must include the following information:

- i. Name of each contracting state agency and the applicable office or program issuing the contract;
- ii. Identifying name and number of the contract;
- iii. Starting and ending date of each contract;
- iv. Amount of each contract;
- v. A brief description of the purpose of the contract and the types of services provided under each contract;
- vi. Name and contact information of each Contract Manager.

**By Signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 4.**

**IN WITNESS THEREOF, the parties hereto have caused this contract with its attachments, exhibits and incorporated documents to be executed by their undersigned officials as duty authorized.**

**NETWORK SERVICE PROVIDER:** School District of Clay County - SEDNET

**MANAGING ENTITY:** Lutheran Services Florida, Inc. d/b/a LSF Health Systems

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

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

**Print/Type:**

**Print/Type:**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Federal Tax ID# (or SNN): 59-6000552 Provider Fiscal Year Ending Date: 06/30

## **ATTACHMENT III**

The administration of resources awarded by the Department of Children and Families to the Managing Entity to the Network Service 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 Managing Entity 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 Managing Entity 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. The recipient agrees to provide a copy of the single audit to the Managing Entity and the Auditor General. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Managing Entity that a single audit was not required. 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 and Families, Federal government (direct), other state agencies, and other non-state entities. 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 by including a note in the financial statement itself. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.