FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 270035
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
☐ Must Have Board Approval over $100,000.00

Date Submitted: 9/11/26

Name of Contract Initiator: Melanie Sanders — Telephone #: 904-336-6867

School/Dept Submitting Contract: Student Support Services — Cost Center # 9005

Vendor Name: Clay Behavioral Health Center

Contract Title: Clay Behavioral Health Center- In School Therapists 26-27

Contract Type: New ☐ Renewal ● Amendment ☐ Extension ☐ — Previous Year Contract # 260012

Contract Term: 7/1/26-6/30/27 — Renewal Option(s):

Contract Cost: $250,000.00

☑ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # 100-6100310-9005-1176-0000-000-0

Funding Source: Budget Line # _____

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

_____ Completed Contract Review Form
_____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
_____ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, *this Statement MUST BE included in the body of the Contract:***
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
_____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
_____ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)
_____ Release and Hold Harmless (If Applicable)

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department Review Date	FLDOE 6A-1.012 (11)(a) Professional Services Using SBCC & Vendor agreed upon template. Take note the pages numbers have been fixed since contract submitted for review had blank page 19. See comments on Attachment A-2
School Board Attorney JPS 9/29 Review Date	See comments by Ms. Staefe. Pdates need to be corrected.
Other Dept. as Necessary Review Date	
PENDING STATUS: ☐YES ☐NO	**IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**
FINAL STATUS	DATE: Pending comments & signatures

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of $100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than $100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of $50,000 or more, but less than $100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of $25,000 or more, but less than $50,000, shall be signed by the Superintendent, or an Assistant Superintendent, or a Chief Officer.
3. All approved contracts having a value of less than $25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or an Assistant Superintendent for their Division, or Chief Officer, or Director, or Supervisor, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or $50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4



Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Email: district9056@myoneclay.net. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator. Purchasing will save a digital copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.

If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the School Board Attorney's Office ("SBAO") webpage or call 904-336-6507
For assistance with insurance-related matters, please visit the Business Affairs - Risk Management webpage or call 904-336-6745
For assistance with District Purchasing, please visit the Business Affairs - Purchasing webpage or call 904-336-6736

MENTAL HEALTH PROVIDER SERVICES AGREEMENT

This MENTAL HEALTH SERVICE PROVIDER Services Agreement ("Agreement") shall become effective upon the later of the effective date and the execution hereof, by and between the SCHOOL BOARD OF CLAY COUNTY, Florida (hereinafter referred to as "SBCC" "DISTRICT"), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 900 Walnut Street, Green Cove Springs, Florida 32043 and Clay Behavioral Health Center (hereinafter referred to as "CONTRACTOR" "PROVIDER"), whose principal place of business is 3292 CR 220, Middleburg FL 32068.

WHEREAS, the SBCC is engaged in the activity of providing educational opportunities to children; and

WHEREAS, CONTRACTOR has experience, skill, and expertise in delivering the services described in this Agreement; and

WHEREAS, the SBCC is interested in procuring the services of CONTRACTOR, as best fits the needs of the school district as determined by the SBCC; and

WHEREAS, CONTRACTOR desires to provide their services to all Clay County District Schools/Department,

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

1 The Company, Vendor, Agency, or Consultant, of Contract for Services, hereafter collectively and individually referred to as the "CONTRACTOR".

2 CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:

a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law [accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.

3 CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.

4 CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, regulations, and School Board Policies applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.

5 Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.

6 CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR. The means by which the services called for under this Agreement are performed shall be determined by the PROVIDER, but such means shall satisfy the schedules, needs, and objectives established by the SBCC.

7 Method of Payment by the SBCC: Services requested by the SBCC via a DISTRICT Purchase Order shall be compensated when applicable in accordance with ATTACHMENT A-2 for specified School Year and these terms:

a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the DISTRICT Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services provided.
b. Services, as authorized by and listed in ATTACHMENT A-2 for specified School Year, shall be compensated by Hour Rate (cost per hour) / Flat Rate (*cost for scope of work)* / Medicaid Rates, etc.
c. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.

8 Method of Payment by Third-Party Sources: The PROVIDER shall look to Third-Party Sources for payment for its services, including Insurance Companies, Medicaid or other alternate funding sources. List of Individual Services 1 – 7 on ATTACHMENT A-1 at the Current Florida Medicaid fee schedule/Community Behavioral Health Services Fee Schedule on the Florida Agency for Health Administration Medicaid website.
The SBCC shall ONLY be responsible for payments of services requested via a DISTRICT Purchase Order per Section 7.

9 The term of this Agreement commences as of the date upon which it is fully executed and shall continue in effect until terminated by either party as specified herein. Services shall be received each School year July 1 through June 30, and shall be reviewed annually along with this Agreement and amended as necessary.

10 The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately without penalty.

11 Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

12 This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.

13 CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.

14 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.

15 No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.

16 In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.

17 Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.

18 The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.

19 CONTRACTOR shall retain records associated with the services provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.

20 Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to Clay County District Schools website for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

21 E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.

22 The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

23 CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

General Liability Policy:	Auto Liability Policy:	Worker's Compensation Policy:
$1,000,000.00 per occurrence	$1,000,000.00 combined single limit	$100,000
$2,000,000.00 aggregate	$5,000,000.00 (if charter or common carrier)	*Exempt, need signed WCAF*

**If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* CONTRACTOR is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

24 CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any PROVIDER of the SBCC insurance program.

25 CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.

26 CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:

a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
c. Ensure all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible with the SBCC's information technology systems.
e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their

employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the DISTRICT's duties and responsibilities as prescribed by law (Sections 119.071(5)(a)2 and 3, Florida Statutes):

a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.071(5)(a)6]
b) Vendors/Consultants that DISTRICT reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.071(5)(a)2 and 6]

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

27 Government Funding: Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 4.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2 : (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

28 This Agreement supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof. All such prior agreements and understandings are hereby terminated and deemed of no further force or effect.

****

In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Mental Health Provider Services Agreement shall prevail.

SBCC'S Representative with CONTRACTOR is: Melanie Sanders

Department Name and Address: Student Support Services

Phone #: 904-336-6867 Email Address: melanie.sanders@myoneclay.net

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY	**CLAY BEHAVIORAL HEALTH CENTER**
By: _____	By: Irene M. Toto
Print Name: _____	Print Name: Irene M. Toto
Title: _____	Title: CEO
Date: _____	Date: August 27, 2026

Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "DISTRICT"), any primary workers compensation insurance policy purchased by or on behalf of the DISTRICT, any excess workers compensation insurance purchased by or on behalf of the DISTRICT, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the DISTRICT, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the DISTRICT or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the DISTRICT.
6. Contractor performs work or is able to perform work for entities other than the DISTRICT at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the DISTRICT in the amounts required by the DISTRICT.
9. Contactor had an opportunity to review and consult with legal counsel regarding this document.
10. Contactor understands that the DISTRICT is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the DISTRICT entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Clay Behavioral Health Center

Signature of Authorized Representative: Irene M. Toto

Printed Name of Authorized Representative: Irene M. Toto

Title of Authorized Representative: CEO

Date: August 27, 2026

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the DISTRICT shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of $10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, ort voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: Clay Behavioral Health Center

Signature of Authorized Representative: Irene M. Toto

Print Name of Authorized Representative: Irene M. Toto

Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:

a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or

d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: Clay Behavioral Health Center

Irene M. Toto
Printed Name

CEO
Title of Authorized Representative

Signature: Irene M. Toto

Date: August 27, 2026

Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendero to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Clay Behavioral Health Center

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

Irene M. Toto	Irene M. Toto
(Printed Name)	(Signature)
CEO	August 27, 2026
(Title)	(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME Irene M. Toto). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY Clay Behavioral Health Center) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Clay Behavioral Health Center) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Clay Behavioral Health Center

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Irene M. Toto	Irene M. Toto
(Printed Name)	(Signature)
CEO	August 27, 2026
(Title)	(Date)

Exhibit # 2 (e)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee

Check one of the following and sign:

☑ I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

Irene M. Toto
Signature

Clay Behavioral Health Center
Company Name

Exhibit # 2 (f)

STATE OF FLORIDA REQUIRED AFFIDAVITS

FOREIGN COUNTRY OF CONCERN ATTESTATION

Form must be completed by an officer or representative of an entity submitting a bid, proposal, reply to, entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have definitions ascribed in Rule 60A-1.020, F.A.C.

(INSERT NAME OF COMPANY Clay Behavioral Health Center) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Irene M. Toto Title: CEO

Signature: Irene M. Toto Date: August 27, 2026

FL DMS PUR 1355 10/23

VENDOR AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Vendor Name: Clay Behavioral Health Center

Address: 3292 CR 220, Middleburg FL 32068

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Levy County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Printed Name: Irene M. Toto Title: CEO

Phone Number: 904-385-2135 Email Address: irene.toto@firstinclay.org

ATTACHMENT A
MENTAL HEALTH PROVIDER SERVICES AGREEMENT
SCOPE OF SERVICES AND RESPONSIBILITIES

The need for additional mental health support in schools has become evident, and it is now a requirement by statute that school districts provide and track student mental health issues on an increasing basis. Providing school based mental health services by which qualified students attending all Clay County District Schools who are unable to receive services in office can receive mental health services on the school site, if appropriate, including individual or group therapy on a weekly or bi-weekly basis, would be invaluable to students and ultimately families and staff and would work to satisfy statutory requirements. A mental health professional would serve as a resource to provide evaluation using a bio-psychosocial assessment to evaluate every component of a student's life, therefore giving the agency a better overview of what service shall meet his/her needs. Services shall include but not limited to: Individual Assessment, Family Assessment, Behavior Management Services, Individual Counseling, Group Counseling, Family Counseling, Parent Education, Treatment Plan, Case Management, Suicide Prevention, Intervention & Postvention Training, and Comprehensive Biopsychosocial Assessments. PROVIDER shall professionally staff on-site, school based mental health Clinicians as specified herein.

The SBCC and PROVIDER shall utilize the agreed upon referral system, which serves as the HUB for behavioral health service referrals for the schools in Clay County. The agreed upon referral system is used to screen families for the most appropriate behavioral health services and links each family to behavioral health providers for immediate connection to services and continues to support the family throughout treatment.

RESPONSIBILITIES OF PROVIDER

1. PROVIDER shall supply Master's Level Clinicians ("Clinicians") as needed at any of Clay County District School campuses for individual and/or group therapy on a weekly or bi-weekly basis during the school year July 1 through June 30.

2. PROVIDER shall staff Master's Level Clinicians* as defined by Florida Statute 491 for individual and group therapy at the school, and be available for consultation and support to teachers, administrators, and other school staff when appropriate.

   *A Master's Level Clinician shall have a master's degree from an accredited university or college with a Major in the field of counseling, social work, psychology, nursing, rehabilitation, special education, health education, or a related human services field with one of the following:

   1. Two years of professional experience in providing services to persons with behavioral health disorders.

   2. Current supervision under a Licensed Practitioner of the Healing Arts (LPHA) as described in the applicable Florida Statute(s).

3. Master's level practitioners hired after July 1, 2014, with degrees other than social work, psychology, marriage and family therapy, or mental health counseling shall have completed graduate level coursework in at least four of the following thirteen content areas: human growth and development; diagnosis and treatment of psychopathology; human sexuality; counseling theories and techniques; group theories and practice; dynamics of marriage and family systems; individual evaluation and assessment; career and lifestyle assessment; research and program evaluation; personality theories; social and cultural foundations; counseling in community settings; and substance use disorders.

3. All Clinicians providing services pursuant to this Agreement are employees or subcontractors of PROVIDER, and PROVIDER is solely responsible for any wages, fees, benefits, taxes or any other compensation.

4. All Clinicians provided to the SBCC pursuant to this Agreement shall be qualified to perform the services defined in this Agreement under the PROVIDER's license and will follow Medicaid Practice Guidelines.

5. In providing services under this Agreement, Clinicians will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar

circumstances. Upon notice by the SBCC, PROVIDER will correct those services not meeting such a standard. Clinicians shall provide treatment rooted in best practices and evidence-based research using reasonable diligence to serve eligible students.

6. All replacement Clinicians assigned to the SBCC shall require prior written approval by the SBCC Mental Health Coordinator or designee. Replacement Clinicians must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes of replacement personnel may be required for submittal to the SBCC Mental Health Coordinator or designee for review. The SBCC reserves the right to interview replacement Clinicians prior to approval. Additionally, PROVIDER agrees that it will remove (within a mutually agreed upon period of time) from assignment under the contract any individual in its employ, if, after the matter has been reviewed jointly by the SBCC and PROVIDER, the SBCC requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed.

7. PROVIDER and Clinicians shall ensure that students are referred through the agreed upon referral system, and that services are initiated on site at the school. PROVIDER and Clinicians shall ensure that each student referred is evaluated using a bio-psychosocial assessment that evaluates every component of the student's life, thereby giving the agency a better overview of what service shall meet his/her needs. If level of care needed is determined by Clinicians to be appropriate to school-based individual or group therapy, Clinicians shall begin to see student on a weekly or biweekly basis.

8. The Clinicians shall coordinate with school staff to establish day(s) of the week to provide on-site services and shall follow all check in procedure requirements. Clinicians shall be required to sign in and out each day they are on a school's campus.

9. Clinicians shall collaborate with teachers and staff to schedule and coordinate therapy time each week to ensure minimal impact to students' academic learning.

10. In the event that Clinician is unable to provide service on a designated day in a given week, an alternate day may be assigned by designated school staff with agreement of the PROVIDER. The School principal or designee shall be notified no later than 7:00 a.m. of Clinician's inability to work on a given day.

11. PROVIDER shall provide the SBCC with the names of staff qualified to supervise personnel assigned to deliver services to students. PROVIDER shall provide adequate supervision for school-based staff and shall be solely responsible for the provision and quality of professional services.

12. Clinicians may complete PROVIDER-based intake process but **shall obtain a written, signed consent** to treat and to release information to relevant school staff, from the parent or guardian.

13. Students already receiving counseling/mental health services from another source are not eligible for services under this Agreement.

14. Clinicians, shall collaborate with student, and family, to develop a treatment plan that includes a designated goal/objective, strategies for accomplishing the goal, itemized discharge criteria and shall discharge a student from services upon meeting the set criteria. If student does not meet discharge criteria by the end of the school year, the clinician shall collaborate with family to assess options for additional/extended treatment. These may include but are not limited to: a referral for student to continue treatment at agency location or a referral to an alternate agency for services. PROVIDER maintains records and only treatment plans are released upon request. Clinicians may use Children's Functional Assessment ratings at intake and discharge. Scores on the rating scale should indicate improvement from initial intake to discharge assessment.

15. PROVIDER and Clinicians shall keep a record of all referrals and outcomes. Reports are protected by HIPPA privacy rules.

16. Clinicians shall be required to write clinical notes for each direct service and post-secondary student-oriented consultation that is provided.

17. Any mental health screenings and assessments conducted will be logged and original documents will be kept. Clinicians shall complete a weekly log documenting the hours of service for each student served.

18. Clinicians shall ensure that confidentiality is a primary and critical consideration in all student and staff interaction. All involvement regarding students with additional concerns, in crisis, or in need of referral shall include, but not be limited to the following supports: school ~~guidance~~ counselors, school social worker, Clinicians Supervisor or designee, SBCC Mental Health Coordinator or designee and senior administration.

19. Clinicians shall follow all mandatory reporting laws and notify school staff immediately in the event of a student in crisis. School personnel and Clinicians may collaborate if appropriate or necessary. The following procedures will be followed for the handling of students in crisis, that are active clients of a clinician:

    1. **Assessment and Intervention:**
        - The clinician will assess students in crisis if they are available and on site.
        - The clinician will intervene unless, the Mobile Response Team (MRT) has already been contacted.
    2. **Procedure When Clinician is Unavailable:**
        - If the clinician is not available or on site, school staff will initiate the SBCC Process for Students at Risk.
    3. **Risk Assessment and De-escalation:**
        - The clinician will assess the client's crisis risk and attempt to de-escalate the situation.
        - A safety plan will be developed with the client and trusted adults/caregivers.
    4. **Escalation Procedure:**
        - If the clinician is unable to de-escalate the situation, they will contact their supervisor or designee.
        - The supervisor or designee will conduct a Baker Act Screening and initiate a Baker Act if deemed appropriate.
    5. **Post-Baker Act Procedures:**
        - Following a Baker Act for an active client, the clinician and supervisor or designee will communicate with the family, school staff, and other necessary entities.
        - A debriefing session will be conducted as needed.

20. PROVIDER shall, at its expense:

    a. PROVIDER shall provide a point of contact to, and work with, the agreed upon referral system on the intake of post-secondary students.

    b. PROVIDER shall provide a liaison to the SBCC to assist in the coordination of services provided. Upon referral from the SBCC, the liaison will ensure coordination and maintain documentation of all services that are rendered (including a log of services to record dates, times, locations, description, and hours of service). All services provided will be coordinated with the SBCC Mental Health Coordinator or designee.

    c. Use the agreed upon referral system to receive and manage referrals from the SBCC.

    d. PROVIDER shall input all relative data to include date referral received, first intake appointment, and all subsequent services into the agreed upon referral system within five (5) business days.

    e. Serve eligible students by assessing referrals for service within fifteen (15) days of receipt, and services will commence within thirty (30) days if student is eligible.

    f. Update general client-specific data every two weeks. Data to include: referral status (i.e. date open, date closed, pending) and counselor assigned.

    g. PROVIDER shall maintain records and meet standards as necessary to bill Third-Party Sources including Insurance Companies, Medicaid, or other alternate funding sources for the necessary mental health and related services

h. PROVIDER and Clinicians shall comply with the SBCC Rules and Policies. Furthermore, PROVIDER and Clinicians shall be familiar with and shall be in compliance with all Federal, State and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the services offered.

RESPONSIBILITIES OF THE SBCC

21. The SBCC shall require the designated school to provide an appropriate and private space for therapeutic services. This designated space at the school shall only be used for students and their families receiving mental health services through this Agreement. PROVIDER and Clinicians may not use this space for other patients or for any other purpose. The SBCC shall provide any necessary supplies or materials relevant to the work. Schools shall not provide computers or access to copy machines. Mental health services shall be provided at the school campus of the student receiving service.

22. District personnel and school staff shall refer students in need and collaborate with the PROVIDER and Clinicians to enable students to receive services during the school day.

ATTACHMENT A-1

MENTAL HEALTH PROVIDER SERVICES AGREEMENT

Additionally, the PROVIDER shall look to Third-Party Sources for payment for its services, including
Insurance Companies, Medicaid or other alternate funding sources. List of Individual Services 1 through 7 listed below at the Current Florida Medicaid fee schedule/Community Behavioral Health Services Fee Schedule on the Florida Agency for Health Administration Medicaid website per Section 8 - Method of Payment by Third-Party Sources.

Website: Florida Agency for Health Care Administration - Medicaid

Looking for information on: Provider Fee Schedules and Provider Handbooks - Rules

Adopted Rules: Fee Schedules and Billing Codes - Florida Medicaid fee schedules and billing codes

Web page: Rule 59G-4.002, Provider Reimbursement Schedules and Billing Codes

Community Behavioral Health Services Fee Schedule: Updated Fee Schedule Effective 2025
(Use Current Schedule for Date of Service)

List of Individual Services

1. Biopsychosocial evaluation
2. Development of treatment plan
3. Treatment plan review
4. Individual therapy
5. Group therapy
6. Brief behavioral status exam (CFARS)
7. Daily living activates (DLA-20)

The face-to-face contact services above shall include but are not limited to:

Columbia Suicide Safety Risk Screener

Crisis Action Plan

PHQ9- children over 11

GAD 7-Children over II

ACEs

Homicide Risk Assessment

ATTACHMENT A-2 - SCHOOL YEAR 2026 -2027

MENTAL HEALTH PROVIDER SERVICES AGREEMENT

SERVICES AND COMPENSATION REQUESTED BY SBCC

PROVIDER shall supply Master's Level Clinicians as requested for the Schools listed below for mental health services during the School Year July 1, 2026 through June 30, 2027 in accordance with the original Mental Health Provider Services Agreement between the School Board of Clay County, Florida ("SBCC") and Clay Behavioral Health Center ("PROVIDER") executed on 7/1/2026.

PROVIDER shall supply SEVEN (7) master's level clinicians to provide services for individual and/or group therapy a total of FIVE (5) days a week at the following school(s):

Clinician one (1): Charles E. Bennett Elementary & Doctors Inlet Elementary

Clinician two (2): Argyle Elementary & Ridgeview Elementary

Clinician three(3): Middleburg Elementary

Clinician four (4): McRae Elementary & Keystone Heights Elementary

Clinician five (5): Wilkinson Elementary & Clay Hill Elementary

Clinician six (6): Bannerman Learning Center

Clinician seven (7): Lake Asbury Elementary & Lakeside Jr. High & S. Bryan Jennings Elementary

PROVIDER shall be compensated at a Rate of $75.00/hr for FIVE (5) hours/day during the 18 specified school days from August 6 – 31, 2026 for a maximum total of $6,750.00 then compensated at a Flat Rate of $1,200.00/month for September through May for a maximum total of $10,800.00 for Clinician six (6) to service the specified Schools identified above.

PROVIDER shall be compensated at a Flat Rate of $1,200.00/month per Clinician for August through May for a maximum total of $12,000.00 per Clinician (Clinician one (1), Clinician two (2), Clinician three (3), Clinician four (4), Clinician five (5), Clinician seven (7)) to service the specified School(s) identified above.

The SBCC shall compensate PROVIDER for Services requested by the SBCC via a DISTRICT Purchase Order in accordance with this Attachment A-2 for specified School Year following Section 7 - Method of Payment by the SBCC. The total compensation for the above services requested by the SBCC shall not exceed $89,550.00.

Additionally, the PROVIDER shall look to Third-Party Sources for payment for its services, including Insurance Companies, Medicaid or other alternate funding sources. List of Individual Services 1 - 7 on ATTACHMENT A-1 at the Current Florida Medicaid fee schedule/Community Behavioral Health Services Fee Schedule on the Florida Agency for Health Administration Medicaid website per Section 8 - Method of Payment by Third-Party Sources.

In the event a student without such funding source exists, and upon the approval of services by the SBCC, the PROVIDER can invoice the SBCC for such services during the 2026 – 2027 School Year for a maximum total not to exceed $160,450.

The total allotted funding for School Year 2026 – 2027 Attachment A-2 services is $250,000. Cost for services exceeding the allotted dollar amount above will not be covered by the SBCC.

IN WITNESS WHEREOF, the parties, by the execution of this Attachment A-2 by their authorized representatives below, bind themselves to all terms of this ATTACHMENT to the original Agreement and to the remaining unmodified terms of the original Agreement.

SCHOOL BOARD OF CLAY COUNTY	CLAY BEHAVIORAL HEALTH CENTER
By: _____	By: Irene M. Toto
Print Name: _____	Print Name: Irene M. Toto
Title: _____	Title: CEO
Date: _____	Date: August 27, 2026

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure South Insurance Services, LLC
1317 Citizens Blvd
Leesburg FL 34748

License#: L122365

CONTACT NAME: Eryn Zak
PHONE (A/C, No, Ext): 800-845-8437 **FAX (A/C, No):**
E-MAIL ADDRESS: ezak@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Florida Insurance Trust	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Clay Behavioral Health Center Inc
41 Knight Boxx Road
Orange Park FL 32065

CLAYBEH-01

COVERAGES **CERTIFICATE NUMBER:** 284202294 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		FITGL-33680-2026	6/1/2026	6/1/2027	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3000000/3000000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						Professional	$ 3,000,000
A	AUTOMOBILE LIABILITY			FITAU-33680-2026	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			FITWC-33680-2026	6/1/2026	6/1/2027	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$
A	Abuse & Molestation			FITGL-33680-2026	6/1/2026	6/1/2027	Claims Made - Agg	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Florida Insurance Trust NAIC #27272
The attached page(s) noting additional terms, conditions, coverage and/or comments applies. All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided. The School Board of Clay County is included as additional insured under the terms and conditions of the General Liability policy, only when additional insured status is required by written contract.

CERTIFICATE HOLDER

The School Board of Clay County
900 Walnut St.
Green Cove Springs FL 32043
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jimmy Irwin

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