

CONTRACT BETWEEN
FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
AND
SCHOOL DISTRICT OF CLAY COUNTY
SEVENTH AMENDMENT

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

The department wishes to amend contract number DH676, entered into between said parties on June 23, 2009, and last amended on December 14, 2011, for the period July 1, 2009 through June 30, 2012. The purpose of this amendment is to increase services and the budget, update contract language and make technical changes as follows:

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

"The department shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed **\$221,979.00** or the rate schedule, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract."

II. Standard Contract, Page 7, Section E. 3. Is hereby amended to read:

Name: Carolyn Crocker
Address: Mail: P.O. Box 2417, Jacksonville, Fl. 32231
Physical: 5920 Arlington Expressway, Jacksonville, Fl. 32211
Phone: (904)723-2012
e-mail: Carolyn_Crocker@dcf.state.fl.us

III. Attachment I, Section B, Manner of Service Provision, Paragraph 2.b, Professional Qualifications, is amended to read:

Attachment I, Section B, Manner of Service Provision, Paragraph 2.b.(1).

IV. Attachment I, Section B, Manner of Service Provision, Paragraph 2.b.(2), Professional Qualifications, is hereby added:

The provider shall provide employment screening for all mental health personnel and all

owners, directors, and chief financial officers of service providers using the standards for Level II screening set forth in Chapter 435, and s. 408.809 F.S., except as otherwise specified in s. 394.4572(1)(b)-(c), F.S. For the purposes of this contract, "Mental health personnel" includes all program directors, professional clinicians, staff members, and volunteers working in public or private mental health programs and facilities who have direct contact with individuals held for examination or admitted for mental health treatment. Additionally, the provider shall provide employment screening for substance abuse personnel using the standards set forth in Chapter 397, F.S. This includes all owners, directors, and chief financial officers of service providers and all service provider personnel who have direct contact with children receiving services or with adults who are developmentally disabled receiving services.

V. Attachment I, Section B, Manner of Service Provision, Paragraph 2.d., Subcontractors, is hereby amended to read as follows:

" d. Subcontractors

This contract allows the provider to subcontract for the provision of all services, subject to the provisions of Section I.I. of the Standard Contract. The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor. Written requests by the provider to subcontract for the provision of services under this contract will be routed through the contract manager for department approval. The act of subcontracting shall not in any way relieve the provider of any responsibility for the contractual obligations of this contract."

VI. Attachment I, Exhibit H, CFOP 215-6, dated November 1, 1998 has been revised and is no longer valid. **The revised CFOP 215-6, Incident Reporting and Analysis System, (IRAS) dated January 10, 2012** is incorporated herein by reference and will be provided by the Contract Manager upon request.

VII. Attachment I, Paragraph C.1., Method of Payment, Payment Clauses, is hereby amended to read as follows:

"This is a cost reimbursement contract. The department shall reimburse the provider for allowable expenditures incurred pursuant to the terms of this contract for a total dollar amount not to exceed **\$221,979.00**, subject to the availability of funds.

\$59,320.00 for the time period of July 1, 2009 through June 30, 2010.

\$76,573.00 for the time period of July 1, 2010 through June 30, 2011.

\$86,086.00 for the time period of July 1, 2011 through June 30, 2012."

VIII. Attachment I, Exhibit B-3, Line Item Operating Budget, FY 11-12, (1 page), dated 10/26/2011, is hereby deleted and a new Attachment I, Exhibit B-3, Line Item Operating Budget, FY 11-12, (1 page), dated 04/24/2012, is hereby inserted

IX. Attachment I, Exhibit C-3, Budget Narrative, FY 11-12, (1 page), dated 10/26/2011, is hereby deleted and a new Attachment I, Exhibit C-3, Budget Narrative, FY 11-12, Budget Narrative, (1 page), dated 04/24/2012, is hereby inserted.

X. Attachment I, Exhibit D-3, Cost Reimbursement Report of Expenditures and Request for Payment/Advance, F/Y 11-12 (1 page) dated 10/26/11, is hereby deleted and a new Attachment I, Exhibit D-3, Cost Reimbursement Report of Expenditures and Request for Payment/Advance, F/Y 11-12 (1 page), dated 04/24/2012, is hereby inserted.

XI. Attachment II, dated 05/06/2011, is hereby deleted and a new Attachment II, CF 1120, dated 12/14/2011, is hereby inserted in lieu thereof.

This amendment shall be effective May 7, 2012, or the date signed by both parties, whichever is later.

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

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are hereby made a part of the contract.

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

PROVIDER: School District of Clay County

**FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES, Inc.**

Signature: _____

Signature: _____

Print/Type

Print/Type

Name: Carol Y. Studdard

Name: David J. Abramowitz

Title: School Board Chairperson

Title: Northeast Regional Managing Director

Date: _____

Date: _____

Exhibit B-3			
LINE ITEM OPERATING BUDGET			
FY 11-12			
AGENCY <u>School District of Clay County</u>			
CONTRACT # <u>DH676 - Amendment # 7</u>			
CONTRACT PERIOD FROM <u>07/01/11</u>		TO <u>06/30/12</u>	DATE PREPARED <u>04/24/12</u>
LINE ITEMS	CONTRACTED AMOUNTS	MATCH AMOUNTS	TOTAL
I. PERSONNEL SERVICES			
(a) SALARIES	\$18,240	\$	\$
(b) FRINGE	\$5,287	\$	\$
TOTAL PERSONNEL = \$23,527	\$	\$	\$
=====			
II. EXPENSES			
(a) BUILDING OCCUPANCY	\$	\$	\$
(b) PROFESSIONAL SERVICES	\$43,060	\$	\$
(c) TRAVEL	\$	\$	\$
(d) EQUIPMENT COSTS	\$	\$	\$
(e) FOOD SERVICES	\$	\$	\$
(f) MEDICAL AND PHARMACY	\$	\$	\$
(g) SUBCONTRACTED SERVICES	\$	\$	\$
(h) INSURANCE	\$	\$	\$
(i) INTEREST	\$	\$	\$
(j) OPERATING SUPPLIES & EXPENSES	\$499	\$	\$
(k) OTHER	\$19,000	\$	\$
(l) DONATED ITEMS	\$	\$	\$
TOTAL EXPENSES = \$62,559	\$	\$	\$
=====			
III. NONEXPENDABLE PROPERTY			
(a) EQUIPMENT	\$	\$	\$
(b) PROPERTY	\$	\$	\$
TOTAL NONEXPENDABLE PROPERTY =	\$	\$	\$
=====			
IV. ADMINISTRATION			
	\$	\$	\$
=====			
GRAND TOTAL = \$86,086	\$	\$	\$
=====			

**EXHIBIT C-3
FY 11-12
BUDGET NARRATIVE**

Provider: School District of Clay County

Contract Number: DH676

Budget Details:

1. Personnel:

- a. Salaries will pay .25 of the SEDNET project manager's salary. \$ 18,240.00
b. Other Project Staff (Secretary) .25 FTE is funded by other revenue sources.

2. Fringe Benefits:

- | | |
|------------------------------------|-------------|
| Retirement at 9.85 % of salary | \$ 2,262.00 |
| Social Security at 7.65% of salary | \$ 1,607.00 |
| Insurance | \$ 1,208.00 |
| Workmens Compensation at 1% | \$ 210.00 |

Total Fringe \$ 5,287.00

3. Office Expenses:

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

4. Professional Services:

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

\$ 43,060.00

5. Other:

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

\$ 15,000

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

\$ 4,000.00

Total Other: \$ 19,000.00

TOTAL

\$ 86,086.00

Exhibit D-3 FY 11-12
COST REIMBURSEMENT REPORT OF EXPENDITURES AND REQUEST FOR PAYMENT / ADVANCE

PROVIDER NAME : School District of Clay County
 ADDRESS : 900 Walnut Street, Green Cove Springs, Florida 32043
 TYPE OF REQUEST: Regular
 CONTRACT # DH676 APPR. CAT. 100435 EO: BG OCA: CRRS1 FUND: 000326
100610 EO: TD OCA: ARRS1 FUND: 000326
 PERIOD COVERED BY THIS REPORT: From 7/1/11 to 6/30/12

BUDGET SUMMARY	TOTAL CONTRACT AMOUNT	AMENDED AMT DATE	TOTAL EXPEND. THIS REPORT	EXPENDITURES YEAR TO DATE
PERSONNEL SERVICES				
(a) SALARIES	14,294.00	18,240.00		
(b) FRINGE	3,467.00	5,287.00		
TOTAL PERSONNEL =	17,761.00	23,527.00		
II. EXPENSES				
(a) BUILDING OCCUPANCY				
(b) PROFESSIONAL SERVICES	19,060.00	43,060.00		
(c) TRAVEL				
(d) EQUIPMENT COSTS				
(e) FOOD SERVICES				
(f) MEDICAL AND PHARMACY				
(g) SUBCONTRACTED SERVICES				
(h) INSURANCE				
(i) INTEREST				
(j) OPERATING SUPPLIES & EXPENSES	499.00	499.00		
(k) OTHER	7,000.00	19,000.00		
(l) DONATED ITEMS				
TOTAL EXPENSES =	26,559.00	62,559.00		
III. NONEXPENDABLE PROPERTY				
(a) EQUIPMENT				
(b) PROPERTY				
TOTAL NONEXPENDABLE PROPERTY =				
IV. ADMINISTRATION				
GRAND TOTAL =	44,320.00	86,086.00		

AMOUNT OF FUNDS REQUESTED \$ _____

STATE AMOUNT OF PAYMENT \$ _____
(to be completed by contract manager)

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

Date Invoice Received: _____

SIGNATURE OF PROVIDER AGENCY OFFICIAL

Date Goods Services Received

TITLE

Date Inspected and Approved

DATE

Approval Signature

PHONE

Date

ATTACHMENT II

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

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. 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 Department's Single Audit Unit and its contract manager 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 & 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. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single_audit@dcf.state.fl.us

- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

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

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: fiaudgen_localgovt@aud.state.fl.us

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

PART IV: RECORD RETENTION

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