

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

THIS AMENDMENT, 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", amends contract # DH676, which is a renewal of contract # DH635, entered into between said parties on June 23, 2009, for the period July 1, 2009, through June 30, 2012.

This amendment revises the Standard Contract, Attachments I, II and III, including all referenced exhibits, increases funding, adds services for Baker County and makes technical changes for the period of the contract renewal.

I. For the contract renewal period, the provisions included in the Standard Contract, pages 1-7, dated 04/2009, attached hereto shall apply.

II. Pages 8 through 53, Attachments I, II and III, including all referenced exhibits, are hereby deleted and new Attachments I, II and III, including all referenced exhibits, pages 8 through 51, dated 09 /01/2009, are hereby inserted in lieu thereof and attached hereto.

This amendment shall be effective October 30, 2009 or the date signed by both parties, whichever is later.

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

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

IN WITNESS THEREOF, the parties hereto have caused this 53 page amendment to be executed by their undersigned officials as duly authorized.

PROVIDER: School District of Clay County

FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES

Signature: _____

Signature: _____

Print/Type
Name: Charles Van Zant Jr.

Print/Type
Name: Vicki M. Abrams

Title: School Board Chairperson

Title: Circuit 4 Operations Manager

Date: _____

Date: _____

Contract No. DH676
CFDA No. NA

Client Non-Client
Multi-District

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT 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".

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document

B. Requirements of Section 287.058, Florida Statutes, (F.S.)

The provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment. The provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit, where itemized payment for travel expenses are permitted in this contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1) F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law

1 State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 Code of Federal Regulations (CFR), Part 74, and/or 45 CFR, Part 92, and other applicable regulations

b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. No federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. Unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department.

e. If this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. If this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

D. Audits, Inspections, Investigations, Records and Retention

1. The provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract

2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the provider for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the department.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section I, Paragraph D 2

4. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.

6. A financial and compliance audit shall be provided to the department as specified in this contract and in Attachment II and to ensure that all related party transactions are disclosed to the auditor.

7. The provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

E. Monitoring by the Department

The provider shall permit all persons who are duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

1. Except to the extent permitted by section 768.28, F.S. or other Florida Law, Paragraph F, is not applicable to contracts executed between the department and state agencies or subdivisions defined in subsection 768.28(2), F.S.

2. To the extent permitted by Florida Law, the provider shall indemnify, save, defend, and hold the department harmless from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the provider is not required to indemnify the department for claims, demands, actions or causes of action arising solely out of the department's negligence.

G. Insurance

Continuous adequate liability insurance coverage shall be maintained by the provider during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client Information

The provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

I. Assignments and Subcontracts

1. The provider shall neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. The provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. The provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.

J. Return of Funds

The provider shall return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. If services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or circuit or region operating procedures.

2. The provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees

L. Purchasing

1. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459

2. The provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability age, or marital status. Further, the provider agrees not to discriminate against any applicant/client or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities

2. Complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all providers that have fifteen (15) or more employees

3. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of 287.134, F.S.

N. Independent Capacity of the Contractor

1. Act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. The provider shall take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider

O. Sponsorship

As required by section 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state "Sponsored by (provider's name) and the State of Florida, Department of Children and Families" If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization

P. Publicity

Without limitation, the provider and its employees, agents, and representatives will not, without prior departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the provider's prospective customers.

Q. Final Invoice

The final invoice for payment shall be submitted to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto, have been approved by the department.

R. Use of Funds for Lobbying Prohibited

The provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Gratuities

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the department, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period. The provider will ensure that its subcontractors, if any, comply with these provisions.

U. Patents, Copyrights, and Royalties

1 If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2 In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3 The provider shall provide prompt written notification to the department of any claim of copyright or patent infringement arising from the performance of this contract. The provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. If not a state agency, as that term is defined in subsection 768.28, F.S., the provider shall, without exception, indemnify and save harmless the department and its employees from any liability of any nature or kind whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

4. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract

V. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

W. Information Security Obligations

1. An appropriately skilled individual shall be identified by the provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the department's security staff and will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request or have access to any departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated provider employees.

2. The provider shall hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.

3. The provider shall provide the latest departmental security awareness training to its' staff and subcontractors who have access to departmental information.

4. All provider employees who have access to departmental information shall be provided a copy of CFOP 50-2 and shall sign the DCF Security Agreement form CF 0114 a copy of which may be obtained from the contract manager

5. The provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The provider shall require the same of all subcontractors

6. The provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The provider shall require the same notification requirements of all subcontractors.

7. The provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data provided in s. 817.5681, F.S. The provider shall require the same notification requirements of all subcontractors.

X. Accreditation

The department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

Y. Provider Employment Opportunities

1. Agency for Workforce Innovation and Workforce Florida

The provider understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

2. Transitioning Young Adults

The provider understands the department's Operation Full Employment initiative to assist young adults aging out of the dependency system. The department encourages provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

Z. Health Insurance Portability and Accountability Act

The provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

AA. Emergency Preparedness

1. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the department, or its contracted agents, to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

2. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

3. An updated emergency preparedness plan shall be submitted by the provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The department agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

BB. PUR (Purchasing) 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

CC. Notification of Legal Action

The provider shall notify the department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the provider's ability to deliver the contractual services, or adversely impact the department. The department's contract manager will be notified within 10 days of provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

II. THE DEPARTMENT AGREES:

A. Contract Amount

The department shall pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$132,960.00 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.

B. Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by The Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .033333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422, F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

D. Notice

Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on July 1, 2009, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Jacksonville, Florida, on June 30, 2012.

B. Financial Penalties for Failures to Comply with Requirement for Corrective Action.

1. In accordance with the provisions of Section 402.73(1), F.S., and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

D. Renegotiations or Modifications

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

E. Official Payee and Representatives (Names, Addresses, Telephone Numbers, and e-mail addresses):

1. The provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Name: School District of Clay County
Address: 900 Walnut Street
City: Green Cove Spr. State: FL Zip Code: 32042 Phone: (904) 284-6571
e-mail: gcopeland@mail.clay.k12.fl.us

2. The name of the contact person and street address where financial and administrative records are maintained is:

Name: Dr. George Copeland, Asst. Superintendent of Business Affairs
Address: School District of Clay County
900 Walnut Street
City: Green Cove Spr. State: FL Zip Code: 32042 Phone: (904) 284-6571
e-mail: gcopeland@mail.clay.k12.fl.us

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

Name: Terry W. Owens
Address: Dept. of Children and Families, Contract Management Unit
5920 Arlington Expressway
City: Jacksonville State: FL Zip Code: 32211 Phone: (904) 723-2012
e-mail: Terry_Owens@dcf.state.fl.us

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

Name: Kathryn Lawrence
Address: School District of Clay County, Orange Park Annex
2306 Kingsley Avenue
City: Orange Park State: FL Zip Code: 32073 Phone: (904) 272-8123
e-mail: klawrence@mail.clay.k12.fl.us

5. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

F. All Terms and Conditions Included

This contract and its attachments, Attachment I, II and III (44 pages) and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III. F. above.

IN WITNESS THEREOF, the parties hereto have caused this 51 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature:

Signature:

Print/Type

Print/Type

Name:

Name:

Title:

Title:

Date:

Date:

STATE AGENCY 29 DIGIT FLAIR CODE: _____

Federal Tax ID # (or SSN): _____

Provider Fiscal Year Ending Date: _____

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

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

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

b. Program/Service Specific Terms

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

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

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

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

2. General Description

a. General Statement

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

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

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

b. Authority

Subsections 20.19, 39.001(2), 39.001(4), 394.457(3), and 397.305(3), 397.321(4), F.S. provide the department with authority to contract.

c. Scope of Service

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

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

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

d. Major Program Goals

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

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

3. Clients to be Served

a. General Description

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

Seriously Emotionally Disturbed
Emotionally Disturbed
At Risk of Emotional Disturbance

b. Client Eligibility

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

Clay, Duval and Nassau

c. Client Determination

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

d. Contract Limits

The contract is limited to Circuit 4 and Baker County TRT and County FSPT activities. Funding for Baker County clients is limited to \$5,000.00 annually.

B. Manner of Service Provision

1. Service Tasks

a. Task List

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

b. Task Limits

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

2. Staffing Requirements

a. Staffing Levels

Project Manager	.2 FTE
Secretary	.2 FTE

b. Professional Qualifications

Project Manager – Master's Degree in Guidance and Counseling

Secretary – Professional requirements of the School District of Clay County

c. Staffing Changes

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

d. Subcontractors

This contract allows the provider to subcontract for the provision of all services under this contract, subject to the provisions of Section I.I. of the Standard Contract. Written requests by the provider to subcontract for the provision of services under this contract will be routed through the contract manager for department approval.

3. Service Location and Equipment

a. Service Delivery Location

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

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

b. Service Times

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

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

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

c. Changes in Location

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

d. Equipment

The provider agrees to supply all equipment necessary to perform the functions of the contract.

4. Deliverables

a. Services

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

b. Records and Documentation

The provider agrees to keep documentation of all mental health and wraparound services funded through this contract at the SEDNET office. The documentation

will include copies of all "Therapeutic Services" forms, see **Exhibit G**, received by the provider.

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

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

c. Reports

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

5. Performance Specifications

a. Performance Measures

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

b. Description of Performance Measurement Terms

(1) Satisfaction forms are defined as surveys written and distributed by the provider which have been approved by the department's contract manager.

(2) "Staffed" indicates regularly scheduled meetings to review clients.

c. Performance Evaluation Methodology

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

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

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

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

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

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

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

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

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

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

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

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

6. Provider Responsibilities

a. Provider Unique Activities

- (1) In addition to those set out in Section I.C. of the Standard Contract, the provider agrees to comply with all other applicable federal laws, state statutes and associated administrative rules as may be promulgated or amended. See **Exhibit F, Minimum Service Requirements**.
- (2) If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:
 - (a) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.
 - (b) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
 - (c) The provider agrees to report to the department any use or disclosure of the information not provided for by this contract or applicable law.
 - (d) The provider hereby assures the department that if any PHI received from the department, or received by the provider on the department's behalf, is furnished to provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.
 - (e) The provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.
 - (f) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.
 - (g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.
 - (h) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the department or created or received by the provider on behalf of the department available

for purposes of determining the provider's compliance with these assurances.

(i) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

(j) A violation or breach of any of these assurances shall constitute a material breach of this contract.

b. Coordination With Other Providers/Entities

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

7. Department Responsibilities

a. Department Obligations

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

b. Department Determinations

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

c. Monitoring Requirements

The provider will be monitored in accordance with section 394.741 F.S. and with CFOP 75-8, Policies and Procedures of Contract Oversight.

C. Method of Payment

1. Payment Clauses

This is a cost reimbursement contract. The department shall reimburse the provider for allowable expenditures incurred pursuant to the terms of this contract for a total dollar amount not to exceed \$132,960.00, subject to the availability of funds.

Reimbursement shall not exceed the following limits:

\$44,320.00 for the time period of July 1, 2009 through June 30, 2010.

\$44,320.00 for the time period of July 1, 2010 through June 30, 2011.

\$44,320.00 for the time period of July 1, 2011 through June 30, 2012.

2. MyFloridaMarketPlace Transaction Fee

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

3. Invoice Requirements

a. The provider shall request reimbursement on a monthly basis through submission of a properly completed invoice, **Exhibit D-1, D-2, and D-3, Cost Reimbursement Report of Expenditures and Request for Payment/Advance** within thirty (30) days following the end of the month for which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation.

b. Payment may be authorized only for allowable monthly expenditures on the invoice, which are in accord with the limits specified on the approved **Line Item Operating Budget, Exhibits B-1, B-2, and B-3**. The provider must submit a written request and obtain written approval from the department prior to making any changes between categories of the contract budget. Such changes between categories may be allowed if the following conditions are met: There is no change in the scope or objective of the contract. The change does not increase or decrease the original dollar amount of the contract. There is another category in the budget from which funds can be shifted. The change does not involve establishing a new category or totally eliminating a category. The change does not involve shifting more than **10%** of the funds from any single category. Budget changes which do not meet these conditions will require a properly executed amendment, signed by the provider and the department on or before the effective date for implementation of the specific change.

c. **Exhibits C-1, C-2, and C-3, Budget Narrative** provide detailed budget information and justification for line items in **Exhibits B-1, B-2, and B-3**.

d. The provider's final invoice must reconcile actual costs during the contract period with the amount received from the department.

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

4. Supporting Documentation

a. Professional Services Fees on a Time/Rate Basis

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

b. Postage and Reproduction Expenses

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

c. Expenses

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

d. Travel

For all travel expenses, a department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058 (1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with section 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.

e. Conference Travel

Prior approval is required in accordance with section 112.061, F.S., and must be certified on Form DFS-AA-13 (State of Florida Authorization to Incur Travel Expense) with a copy of the program or agenda of the conference attached. Reimbursement will be in accordance with the provisions of the clause above entitled "Travel." See CFOP 40-1 for further explanation, clarification and instruction.

f. Service Delivery Documentation

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

D. Special Provisions**1. Dispute Resolution**

a. The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) working days of the execution of this contract, each party shall designate one person to act as the its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face to face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Executive Director and the Program Supervisor of the respective parties.

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

c. If the Program Supervisor and Executive Director are unable to resolve the issue within ten (10) days, the parties' appointed representatives shall meet within ten (10) working days and select a third representative. These three representatives shall meet within ten (10) working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary who will

work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action will be in Leon County, Florida.

2. Competitive Bidding/Related Party Transactions

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

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

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

3. Contract Renewal

This contract may be renewed for one term not to exceed three years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

4. Incident Reporting and Analysis System

The Substance Abuse and Mental Health (SAMH) Program Office of Circuit 4 DCF is participating in a pilot of an internet-based Incident Reporting and Analysis System (IRAS). This system is intended to be the sole means for SAMH contracted providers to report incidents in compliance with CFOP 215-6, Incident Reporting and Client Risk Prevention, see **Exhibit H**. Providers must use IRAS in reporting incidents as authorized by CFOP 215-6. In addition, providers must immediately call in all client deaths and other serious incidents which are likely to have an adverse departmental impact or statewide media coverage and follow up by entering the incident into the IRAS system.

The IRAS system is built to allow users to send timely notifications to DCF leadership regarding significant incidents. The system allows users to record the basic details of a significant incident and the immediate actions taken as well as track and analyze data from the incidents entered.

Users of the IRAS system must have a security profile established by the department. Provider agency employees who are responsible for reporting incidents to DCF may request access to the IRAS system through the DCF Contract Manager.

E. List of Exhibits

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

09/01/2009	Exhibit A	Cost Reimbursement Contract
		SAMH Services Program

**SERVICES
TO BE PROVIDED**

Provider: School District of Clay County

Contract Number: DH676

Services to Be Provided:

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

A. Identification and Engagement Strategies:

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

B. Service Delivery Strategies:

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

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

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

09/01/2009	Exhibit A	Cost Reimbursement Contract
		SAMH Services Program

C. Continuing Care Strategies:

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

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

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

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

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

09/01/2009	Exhibit A	Cost Reimbursement Contract
		SAMH Services Program

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

D. Population to benefit from the coordination services provided:

FY 09-10: 210 FY 10-11: 210 FY 11-12: 210

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

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

09/01/2009	Exhibit A	Cost Reimbursement Contract
		SAMH Services Program

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

E. Goals and Objectives:

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

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

09/01/2009	Exhibit A	Cost Reimbursement Contract
		SAMH Services Program

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

F. Staffing:

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

G. Evaluation:

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

H. Performance Measures:

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

09/01/2009	Exhibit A	Cost Reimbursement Contract
		SAMH Services Program

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

Exhibit B-1			
LINE ITEM OPERATING BUDGET			
FY 09-10			
AGENCY_ <u>School District of Clay County</u>			
CONTRACT # DH676			
CONTRACT PERIOD FROM 07/01/09		TO 06/30/10	DATE PREPARED 09/01/2009
LINE ITEMS	CONTRACTED AMOUNTS	MATCH AMOUNTS	TOTAL
I. PERSONNEL SERVICES			
(a) SALARIES	\$14,294	\$	\$
(b) FRINGE	\$3,467	\$	\$
TOTAL PERSONNEL =	\$17,761	\$	\$
	=====	=====	=====
II. EXPENSES			
(a) BUILDING OCCUPANCY	\$	\$	\$
(b) PROFESSIONAL SERVICES	\$19,060	\$	\$
(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	\$7,000	\$	\$
(l) DONATED ITEMS	\$	\$	\$
TOTAL EXPENSES =	\$26,559	\$	\$
	=====	=====	=====
III. NONEXPENDABLE PROPERTY			
(a) EQUIPMENT	\$	\$	\$
(b) PROPERTY	\$	\$	\$
TOTAL NONEXPENDABLE PROPERTY =	=====	=====	=====
IV. ADMINISTRATION			
	\$	\$	\$
	=====	=====	=====
GRAND TOTAL =	\$44,320	\$	\$
	=====	=====	=====

Exhibit B-2			
LINE ITEM OPERATING BUDGET			
FY 10-11			
AGENCY_ <u>School District of Clay County</u>			
CONTRACT # DH676			
CONTRACT PERIOD FROM 07/01/10	TO 06/30/11	DATE PREPARED 09/01/2009	
LINE ITEMS	CONTRACTED AMOUNTS	MATCH AMOUNTS	TOTAL
I. PERSONNEL SERVICES			
(a) SALARIES	\$14,294	\$	\$
(b) FRINGE	\$3,467	\$	\$
TOTAL PERSONNEL =	\$17,761	\$	\$
	=====	=====	=====
II. EXPENSES			
(a) BUILDING OCCUPANCY	\$	\$	\$
(b) PROFESSIONAL SERVICES	\$19,060	\$	\$
(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	\$7,000	\$	\$
(l) DONATED ITEMS	\$	\$	\$
TOTAL EXPENSES =	\$26,559	\$	\$
	=====	=====	=====
III. NONEXPENDABLE PROPERTY			
(a) EQUIPMENT	\$	\$	\$
(b) PROPERTY	\$	\$	\$
TOTAL NONEXPENDABLE PROPERTY =	=====	=====	=====
IV. ADMINISTRATION			
	\$	\$	\$
	=====	=====	=====
GRAND TOTAL =	\$44,320	\$	\$
	=====	=====	=====

Exhibit B-3			
LINE ITEM OPERATING BUDGET			
FY 11-12			
AGENCY_ <u>School District of Clay County</u>			
CONTRACT # DH676			
CONTRACT PERIOD FROM 07/01/11		TO 06/30/12	DATE PREPARED 09/01/2009
LINE ITEMS	CONTRACTED AMOUNTS	MATCH AMOUNTS	TOTAL
I. PERSONNEL SERVICES			
(a) SALARIES	\$14,294	\$	\$
(b) FRINGE	\$3,467	\$	\$
TOTAL PERSONNEL =	\$17,761	\$	\$
	=====	=====	=====
II. EXPENSES			
(a) BUILDING OCCUPANCY	\$	\$	\$
(b) PROFESSIONAL SERVICES	\$19,060	\$	\$
(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	\$7,000	\$	\$
(l) DONATED ITEMS	\$	\$	\$
TOTAL EXPENSES =	\$26,559	\$	\$
	=====	=====	=====
III. NONEXPENDABLE PROPERTY			
(a) EQUIPMENT	\$	\$	\$
(b) PROPERTY	\$	\$	\$
TOTAL NONEXPENDABLE PROPERTY =	=====	=====	=====
IV. ADMINISTRATION			
	\$	\$	\$
	=====	=====	=====
	GRAND TOTAL = \$44,320	\$	\$
	=====	=====	=====

**EXHIBIT C-1
FY 09-10
BUDGET NARRATIVE**

Provider: School District of Clay County

Contract Number: DH676

Budget Details:

1. Personnel:

- a. Salaries will pay .20 of the SEDNET project manager's salary. \$ 14,294.00
 b. Other Project Staff (Secretary) .2 FTE is funded by other revenue sources.

2. Fringe Benefits:

Retirement at 9.85 % of salary	\$ 1,408.00
Social Security at 7.65% of salary	\$ 1,093.00
Insurance	\$ 966.00
Workmens Compensation 1% (Not Currently Deducted)	\$ 0.00

Total Fringe \$ 3,467.00

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 TRT. Psychiatrist fee at \$150.00 per hour and psychologist fee at \$100.00 per hour. This rate is consistent with the typical fees for psychiatric and psychologist services in the community. Funds are also allocated to include, but are not limited to, the following: behavior specialist, psychological evaluations, psychosexual evaluations, therapy, therapeutic friend, parent training, and tutoring services.

\$ 19,060.00

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.

\$ 5,000.00

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

\$ 2,000.00

Total Other: \$ 7,000.00

TOTAL

\$ 44,320.00

**EXHIBIT C-2
FY 10-11
BUDGET NARRATIVE**

Provider: School District of Clay County

Contract Number: DH676

Budget Details:

1. Personnel:

- a. Salaries will pay .20 of the SEDNET project manager's salary. \$ 14,294.00
- b. Other Project Staff (Secretary) .2 FTE is funded by other revenue sources.

2. Fringe Benefits:

- Retirement at 9.85 % of salary \$ 1,408.00
- Social Security at 7.65% of salary \$ 1,093.00
- Insurance \$ 966.00
- Workmens Compensation 1% (Not Currently Deducted) \$ 0.00

Total Fringe \$ 3,467.00

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 TRT. Psychiatrist fee at \$150.00 per hour and psychologist fee at \$100.00 per hour. This rate is consistent with the typical fees for psychiatric and psychologist services in the community. Funds are also allocated to include, but are not limited to, the following: behavior specialist, psychological evaluations, psychosexual evaluations, therapy, therapeutic friend, parent training, and tutoring services.

\$ 19,060.00

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.

\$ 5,000.00

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

\$ 2,000.00

Total Other: \$ 7,000.00

TOTAL \$ 44,320.00

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 .20 of the SEDNET project manager's salary. \$ 14,294.00
b. Other Project Staff (Secretary) .2 FTE is funded by other revenue sources.

2. Fringe Benefits:

Retirement at 9.85 % of salary	\$ 1,408.00
Social Security at 7.65% of salary	\$ 1,093.00
Insurance	\$ 966.00
Workmens Compensation 1% (N0t Currently Deducted)	\$ 0.00

Total Fringe \$ 3,467.00

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 TRT. Psychiatrist fee at \$150.00 per hour and psychologist fee at \$100.00 per hour. This rate is consistent with the typical fees for psychiatric and psychologist services in the community. Funds are also allocated to include, but are not limited to, the following: behavior specialist, psychological evaluations, psychosexual evaluations, therapy, therapeutic friend, parent training, and tutoring services.

\$ 19,060.00

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.

\$ 5,000.00

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

\$ 2,000.00

Total Other: \$ 7,000.00

TOTAL \$ 44,320.00

Exhibit D-1 FY 09-10
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: TU OCA: 19M13 FUND: 000326
100610 EO: MQ OCA: 19M18 FUND: 000326
 PERIOD COVERED BY THIS REPORT: From 7/1/09 to 6/30/10
100435 EO: OJ OCA: 9PRNM FUND: 000326

	TOTAL CONTRACT AMOUNT	AMENDED AMT DATE	TOTAL EXPEND. THIS REPORT	EXPENDITURES YEAR TO DATE
BUDGET SUMMARY				
PERSONNEL SERVICES				
(a) SALARIES	14,294.00			
(b) FRINGE	3,467.00			
TOTAL PERSONNEL =	17,761.00			
II. EXPENSES				
(a) BUILDING OCCUPANCY				
(b) PROFESSIONAL SERVICES	19,060.00			
(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			
(k) OTHER	7,000.00			
(l) DONATED ITEMS				
TOTAL EXPENSES =	26,559.00			
III. NONEXPENDABLE PROPERTY				
(a) EQUIPMENT				
(b) PROPERTY				
TOTAL NONEXPENDABLE PROPERTY =				
IV. ADMINISTRATION				
GRAND TOTAL =	44,320.00			

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

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

Exhibit D-2 FY 10-11
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: TU OCA: 19M13 FUND: 000326
100610 EO: MQ OCA: 19M18 FUND: 000326
 PERIOD COVERED BY THIS REPORT: From 7/1/10 to 6/30/11
100435 EO: OJ OCA: 9PRNM FUND: 000326

BUDGET SUMMARY	TOTAL CONTRACT	AMENDED AMT	TOTAL EXPEND. EXPENDITURES	
	AMOUNT	DATE	THIS REPORT	YEAR TO DATE
PERSONNEL SERVICES				
(a) SALARIES	14,294.00			
(b) FRINGE	3,467.00			
TOTAL PERSONNEL =	17,761.00			
II. EXPENSES				
(a) BUILDING OCCUPANCY				
(b) PROFESSIONAL SERVICES	19,060.00			
(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			
(k) OTHER	7,000.00			
(l) DONATED ITEMS				
TOTAL EXPENSES =	26,559.00			
III. NONEXPENDABLE PROPERTY				
(a) EQUIPMENT				
(b) PROPERTY				
TOTAL NONEXPENDABLE PROPERTY =				
IV. ADMINISTRATION				
GRAND TOTAL =	44,320.00			

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

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

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: TU OCA: 19M13 FUND: 000326
100610 EO: MQ OCA: 19M18 FUND: 000326
 PERIOD COVERED BY THIS REPORT: From 7/1/11 to 6/30/12
100435 EO: QJ OCA: 9PRNM FUND: 000326

BUDGET SUMMARY	TOTAL CONTRACT AMOUNT	AMENDED AMT DATE	TOTAL EXPEND. THIS REPORT	EXPENDITURES YEAR TO DATE
PERSONNEL SERVICES				
(a) SALARIES	14,294.00			
(b) FRINGE	3,467.00			
TOTAL PERSONNEL =	17,761.00			
II. EXPENSES				
(a) BUILDING OCCUPANCY				
(b) PROFESSIONAL SERVICES	19,060.00			
(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			
(k) OTHER	7,000.00			
(l) DONATED ITEMS				
TOTAL EXPENSES =	26,559.00			
III. NONEXPENDABLE PROPERTY				
(a) EQUIPMENT				
(b) PROPERTY				
TOTAL NONEXPENDABLE PROPERTY =				
IV. ADMINISTRATION				
GRAND TOTAL =	44,320.00			

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

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

REQUIRED REPORTS

Provider Name: School District of Clay County Contract No. DH676 Date 09/01/09 Amendment No: _1_

Reports Required For Provider:	Due Date:	# of Copies:	Send to:
Cost Reimbursement Report of Expenditures and Request for Payment/Advance, Exhibit D	30 days following the end of the reporting month	1 Original signed and dated copy	Contract Manager
Monthly Statement of Services and expenditures for Baker County Clients	30 days following the end of the reporting month	2 Copies	Contract Manager
Priority Service List of Children Waiting for Residential Placement	10 days following the end of the reporting month	1 Copy	Circuit 4 SAMH Children's Mental Health Director
A Semi-annual Report Stating Compliance with Performance Measures in Exhibit A	December 30 and June 30 each fiscal year of the contract	1 Copy	Contract Manager
Clay County ESE Director's Review Report	30 days after the end of the Review	1 Copy	Contract Manager
Incident Report in accordance with Exhibit H	Within 24 hours of occurrence	Electronic Submission	Incident Reporting and Analysis System (IRAS)

Other Required Reports:	Due Date:	# of Copies:	Send to:
Emergency Preparedness Plan	Upon update or revision	1 Copy	Contract Manager
Civil Rights Compliance Form CF946	May 15 of each calendar year	1 Original signed and dated copy	Contract Manager
Proof of Liability Insurance	July of each calendar year upon expiration	1 Copy	Contract Manager
Response to Monitoring Reports	As Requested	1 Copy	Contract Manager

Minimum Service Requirements

The provider and its subcontractors shall be knowledgeable of and fully comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

I. PROGRAMMATIC AUTHORITY (FEDERAL)

A. Mental Health

42 U.S.C. 300x to 300x-9 (*Block Grant for community Mental Health Services*)
<http://www4.law.cornell.edu/uscode/42/ch6AschXVIIpB.html>

B. Substance Abuse Prevention and Treatment Block Grant (SAPTBG)

42 U.S.C. 290kk, et seq. (*Limitation on use of funds for certain purposes*)
http://www4.law.cornell.edu/uscode/html/uscode42/usc_sec_42_0000029_0--kk000-.html

42 U.S.C. 300x-21 to 300x-35 and 300x-51 to 300x-66 (*SA Treatment & Prevention Block Grants*)
http://www4.law.cornell.edu/uscode/html/uscode42/usc_sup_01_42_10_6_A_20_XVII_30_B_40_ii.html

42 CFR, Part 54 (*Charitable choice*)
http://www.access.gpo.gov/nara/cfr/waisidx_03/42cfr54_03.html

45 CFR 96.120 – 137 (*SA Treatment & Prevention Block Grants*)
http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr96_03.html

Restrictions on expenditures of SAPTBG

45 CFR 96.135
http://www.access.gpo.gov/nara/cfr/waisidx_01/45cfr96_01.html

C. Substance Abuse-Confidentiality

42 CFR, Part 2
http://www.access.gpo.gov/nara/cfr/waisidx_03/42cfr2_03.html

D. Health Insurance Portability and Accountability Act (HIPAA)

45 CFR 164
http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr164_03.html

E. Social Security Income for the Aged, Blind and Disabled

20 CFR 416

http://www.access.gpo.gov/nara/cfr/waisidx_03/20cfr416_03.html

F. Endorsement and Payment of Checks Drawn on the United States Treasury

31 CFR 240 relating to SSA

http://www.access.gpo.gov/nara/cfr/waisidx_03/31cfr240_03.html

G. Temporary Assistance to Needy Families (TANF)

Part A, Title IV of the Social Security Act

45 CFR, Part 260

http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr260_03.html

Section 414.1585, F.S.

<http://www.leg.state.fl.us/statutes/index.cfm?Mode=ViewStatutes&Submenu=1>

H. Positive Alternatives to Homelessness (PATH)

Public Health Services Act, Title V, Part C, Section 521, as amended

42 U.S.C. 290cc-21 et seq.

<http://www4.law.cornell.edu/uscode/>

Stewart B. McKinney Homeless Assistance Amendments Act of 1990, Public Law 101-645

http://www4.law.cornell.edu/usc-cgi/get_external.cgi?type=pubL&target=101-645

42 CFR, Part 54

http://www.access.gpo.gov/nara/cfr/waisidx_03/42cfr54_03.html

I. Americans with Disabilities Act of 1990

42 U.S.C. 12101 et seq.

<http://www4.law.cornell.edu/uscode/>

II. FLORIDA STATUTES

All State of Florida Statutes can be found at the following website:

<http://www.leg.state.fl.us/statutes/index.cfm?Mode=ViewStatutes&Submenu=1>

A. Child Welfare and Community Based Care

Chapter 39, F.S.	Proceedings Relating to Children
Chapter 119, F.S.	Public Records
Chapter 402, F.S.	Health and Human Services; Miscellaneous Provisions
Chapter 435, F.S.	Employment Screening
Chapter 490, F.S.	Psychological Services
Chapter 491, F.S.	Clinical, Counseling and Psychotherapy services
Chapter 1002, F.S.	Student and Parental Rights and Educational Choices
Section 402.3057, F.S.	Persons not required to be refingerprinted or rescreened
Section 414.295, F.S.	Temporary Cash Assistance; Public Records Exemptions

B. Substance Abuse and Mental Health Services

Chapter 381, F.S.	Public Health General Provisions
Chapter 386, F.S.	Particular Conditions Affecting Public Health
Chapter 395, F.S.	Hospital Licensing and Regulation
Chapter 394, F.S.	Mental Health
Chapter 397, F.S.	Substance Abuse Services
Chapter 400, F.S.	Nursing Home and Related Health Care Facilities
Chapter 435, F.S.	Employment Screening
Chapter 458, F.S.	Medical Practice
Chapter 459, F.S.	Osteopathic Medicine
Chapter 464, F.S.	Nursing
Chapter 465, F.S.	Pharmacy
Chapter 490, F.S.	Psychological Services
Chapter 491, F.S.	Clinical, Counseling and Psychotherapy Services
Chapter 499, F.S.	Drug, Cosmetic and Household Products
Chapter 553, F.S.	Building Construction Standards
Chapter 893, F.S.	Drug Abuse Prevention and Control
Section 409.906(8), F.S.	Optional Medicaid – Community Mental Health Services

C. Developmental Disabilities

Chapter 393, F.S.	Developmental Disabilities
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D. Adult Protective Services

Chapter 415, F.S.	Adult Protective Services
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E. Forensics

Chapter 916, F.S.	Mentally Deficient and Mentally Ill Defendants.
Chapter 985, F.S.	Juvenile Justice; Interstate Compact on Juveniles

Section 985.19, F.S. Incompetency in Juvenile Delinquency Cases
 Section 985.24, F.S. Interstate Compact on Juveniles; Use of detention;
 prohibitions;

F. Florida Assertive Community Treatment (FACT)

General Appropriations Act

<http://www.flsenate.gov/Welcome/index.cfm?CFID=105701865&CFTOKEN=34016817>

G. State Administrative Procedures and Services

Chapter 120, F.S.	Administrative Procedures Act
Chapter 287, F.S.	Procurement of Personal Property and Services
Chapter 815, F.S.	Computer - Related Crimes
Section 112.061, F.S.	Per diem and Travel Expenses*
Section 112.3185, F.S.	Additional Standards for State Agency Employees
Section 215.422, F.S.	Payments, Warrants & Invoices; Processing Times
Section 216.181(16)(b), F.S.	Advanced funds invested in interest bearing accounts

*Travel Expenses are specified in the DFS Reference Guide for State Expenditures

http://www.myfloridacfo.com/aadir/reference%5Fguide/reference_guide.htm

III. FLORIDA ADMINISTRATIVE CODE (RULES)

A. Child Welfare and Community Based Care

All references to F.A.C. may be found at the following website:

<https://www.flrules.org/default.asp>

Rule 65C-12, F.A.C.	Emergency Shelter Care
Rule 65C-13, F.A.C.	Substitute Care of Children
Rule 65C-14, F.A.C.	Group Care
Rule 65C-15, F.A.C.	Child Placing Agencies

B. Substance Abuse and Mental Health Services

Rule 65C-12, F.A.C.	Emergency Shelter Care
Rule 65D-30, F.A.C.	Substance Abuse Services Office
Rule 65E-4, F.A.C.	Community Mental Health Regulation
Rule 65E-5, F.A.C.	Mental Health Act Regulation
Rule 65E-10, F.A.C.	Psychotic and Emotionally Disturbed Children Purchase of Residential Services Rules
Rule 65E-12, F.A.C.	Public Mental Health, Crisis Stabilization Units, Short Term Residential Treatment Programs

- Rule 65E-14, F.A.C. Community Substance Abuse and Mental Health Services-Financial Rules
- Rule 65E-15, F.A.C. Continuity of Care Case Management
- Rule 65E-20, F.A.C. Forensic Client Services Act Regulation

C. Financial Penalties

- Rule 65-29, F.A.C. Penalties on Service Providers

Reduction/withholding of funds

- Rule 65-29.001, F.A.C. Financial Penalties for a Provider's Failure to Comply With a Requirement for Corrective Action

IV. MISCELLANEOUS

A. Department of Children and Families Operating Procedures

CFOP 155-10, Services for Children with Mental Health & Any Co-occurring Substance Abuse Treatment Needs In Out of Home Care Placements
<http://www.dcf.state.fl.us/publications/policies/cfop155-10.pdf>

CFOP 215-6, Incident Reporting and Client Risk Prevention
<http://www.dcf.state.fl.us/publications/policies/215-6.pdf>

B. Federal Cost Principles

OMB Circular A-21, Cost Principles for Educational Institutions
<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments
<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

OMB Circular A102, Grants and Cooperative Agreements with State and Local Governments
<http://www.whitehouse.gov/omb/circulars/a102/a102.html>

OMB Circular A-122, Cost Principles for Non-profit Organizations
<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

C. Audits

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

Section 215.97, F.S., Florida Single Audit Act

<http://www.leg.state.fl.us/statutes/index.cfm?Mode=ViewStatutes&Submenu=1>

Comptrollers Memorandum #03 (1999-2000): Florida Single Audit Act
Implementation

<http://www.fldfs.com/aadir/cmmaster9900.htm>

D. Administrative Requirements

45 CFR, Part 74 - Uniform Administration Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, other Non-Profit Organizations and Other Commercial Organizations

http://www.access.gpo.gov/nara/cfr/waisidx_06/45cfr74_06.html

45 CFR, Part 92 - Uniform Administration Requirements (State and Local Governments)

http://www.access.gpo.gov/nara/cfr/waisidx_06/45cfr92_06.html

OMB Circular A110, Uniform Administrative Requirements for Grants and Other Agreements

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

E. Data Collection and Reporting Requirements

Rule 65E-14.022, F.A.C.

<https://www.flrules.org/gateway/ruleNo.asp?ID=65E-14.022>

Section 397.321(3)(c), F.S., Data collection & dissemination system

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=Ch0397/titl0397.htm

Section 394.74(3)(e), F.S., Data Submission

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0394/titl0394.htm

Section 394.77, F.S., Uniform management information, accounting, and reporting systems for providers.

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0394/titl0394.htm

CFP 155-2, Mental Health and Substance Abuse Data Measurement Handbook

<http://www.dcf.state.fl.us/mentalhealth/publications/index.shtml>

09/01/2009

Exhibit G
THERAPEUTIC SERVICES
Instructions: Follow steps 1 through 4 below.

1. After client is approved at FSPT/TRT complete **SECTION 1** and fax this form for approval to: Kathryn Lawrence at (904) 272-8149. This form will be approved or denied and returned within 5 working days.
2. After **SECTION 2** is signed fax to County FSPT Coordinator.

SECTION 1 Request for Purchase of Mental Health or Wraparound Services			
Client's Name: _____		SS#: _____	
D.O.B: _____		Parent/Legal Guardian: _____	
Address: _____		Phone: _____	
Service	Cost per Session x	Number of Sessions per month =	Monthly Cost
Behavior Specialist	_____	_____	_____
Therapeutic Friend	_____	_____	_____
Outpatient Counseling	_____	_____	_____
Psychological	_____	_____	_____
Psychosexual	_____	_____	_____
Other _____	_____	_____	_____
Justification for Request:			
Requested By: _____		Date: _____	Phone: _____
Title: _____		Agency: _____	Fax: _____
SECTION 2 Administrative Use Only			
Approved: _____		Authorization Period: _____	
Denied: _____		Reason: _____	
Program Administrator: _____		Date: _____	
Send Invoice To: _____			

3. Provide the services.

4. Send invoice by the 10th of the month for payment for the previous month of service:

Clay Behavioral Health 3292 County Road 220 Middleburg, FL 32068 (904) 291-5561	Child Guidance Center 5776 St. Augustine Rd. Jacksonville, FL 32207 (904) 448-4700	Sutton Place 910 South 8 th St, Suite 300 Fernandina Bch, FL 32034 (904) 491-2001	St. Johns County Mental Health 1955 US1 South, Suite C2 St. Augustine, FL 32086 (904) 825-5048	SEDNET/Orange Park Annex 2306 Kingsley Ave. Orange Park, FL 32073 (904) 272-8123
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CF OPERATING PROCEDURE
NO. 215-6

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

Safety

INCIDENT REPORTING AND CLIENT RISK PREVENTION

1. Purpose. This operating procedure establishes departmental procedures and guidelines for identifying and reporting information related to client risk prevention and incidents as defined in paragraph 3.
2. Scope.
 - a. This operating procedure applies to all incident reporting and client risk prevention in Department of Children and Families programs and contract providers serving clients of the department.
 - b. The reporting procedures do not replace the abuse, neglect and exploitation reporting system. Regardless of their status as an event in client risk prevention, allegations of abuse, neglect or exploitation must always be reported immediately to the Florida Abuse Hotline and appropriate district human rights advocacy committee as required by law.
 - c. This operating procedure does not replace the investigation and review requirements provided for in CFOP 175-17, Child Death Review Procedures, nor is it intended to impede any district or program office's ability to assess statewide trends, establish policies and seek statutory changes, which improve client risk management.
 - d. It is the responsibility of all departmental personnel to promptly report all incidents in accordance with the requirements of these procedures.
 - e. For the purposes of this operating procedure, a licensed health care professional is defined as a person who is licensed to practice medicine pursuant to Chapter 458, Florida Statutes (F.S.); licensed to practice osteopathy pursuant to Chapter 459, F.S.; or licensed as a nurse practitioner pursuant to Chapter 464, F.S.
3. Definitions of Reporting Incidents.
 - a. Altercation. A physical confrontation occurring between a client and employee or two or more clients at the same time services are being rendered, or when a client is in the physical custody of the department; which results in one or more clients or employees receiving medical treatment by a licensed care professional.
 - b. Client Death. A person whose life terminates due to or allegedly due to an accident, act of abuse, neglect or other incident occurring while in the presence of an employee, in a Department of Children and Families operated or contracted facility or service center; while in

the physical custody of the department or when a death review is required pursuant to CFOP 175-17, Child Death Review Procedures.

- c. Client Injury or Illness. A medical condition of a client requiring medical treatment by a licensed health care professional sustained or allegedly sustained due to an accident, act of abuse neglect or other incident occurring while in the presence of an employee, in a Department of Children and Families or contracted facility or service center, or who is in the physical custody of the department.
- d. Elopement. The unauthorized absence beyond eight hours, or other time frames as defined by a specific program operating procedure or manual, of a child or adult who is in the physical custody of the department.
- e. Escape. The unauthorized absence as defined by statute, departmental operating procedure or manual of a client committed to, or securely detained in, a Department of Children and Families mental health or developmental services forensic facility covered by Chapter 393, 394 or 916, F.S.
- f. Other Incident. An unusual occurrence or circumstance initiated by something other than natural causes or out of the ordinary such as a tornado, kidnapping, riot or hostage situation, which jeopardizes the health, safety and welfare of clients who are in the physical custody of the department.
- g. Sexual Battery. An allegation of sexual battery by a client on a client, employee on a client, or client on an employee as evidenced by medical evidence or law enforcement involvement.
- h. Suicide Attempt. An act which clearly reflects the physical attempt by a client to cause his or her own death while in the physical custody of the department or a department contracted or certified provider, which results in bodily injury requiring medical treatment by a licensed health care professional.

4. Procedures.

- a. Each district administrator will develop and implement a district operating procedure or protocols to:
 - (1) Establish the processes and time-lines for informing the district administrator and local human rights advocacy committees of reportable events. Some events may only need reporting monthly, quarterly or annually. Others may require short time lines due to the nature of the event.
 - (2) Establish a system for reviewing reportable events to determine what actions need to be taken, if any, to prevent future occurrences and a follow-up process to assure such needed actions are successfully executed. Each district shall have this system in place within 90 days of the effective date of this operating procedure.

- b. Districts are to use existing program or facility required reporting protocols, forms and processes whenever possible to avoid duplication.
- c. The district administrator or designee shall, as soon as possible but no later than the first normal work day following the occurrence, inform the secretary, deputy secretary and/or appropriate assistant secretary of all client deaths as defined in this operating procedure, and other reportable incidents which are likely to have adverse departmental impact or statewide media coverage. Information will, at a minimum, answer the following questions: who; what; when; and where.

(Signed original copy on file)

EDWARD A. FEAVER
Secretary

SUMMARY OF REVISED, ADDED, OR DELETED MATERIAL

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

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. 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. 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. 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 (2 copies)
- 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: flaudgen_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.

Attachment III

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE
AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or an employee of any agency, a member of congress, an officer or an 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, and making of any federal loan, the entering 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 or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Charles Van Zant, Jr

DH676

Name of Authorized Individual

Application or Contract Number

School Board of Clay County – 900 Walnut Street, Green Cove Springs, Florida
32042

Name and Address of Organization