

GRANT MASTER TEMPLATE
AGREEMENT FOR PROFESSIONAL AND EDUCATIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of ____, 2009, by and between THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA (hereinafter referred to as "the District") and _____ (hereinafter referred to as "the Contractor").

WHEREAS, the District was awarded grant # _____ from _____ on _____, ____ (insert date) to implement the _____ (name of grant) in the School District of Osceola County ("SDOC") for the ____ (__) year term of _____, ____ through _____, ____;

WHEREAS, the terms of the grant require a _____ (name of professional/service required) of the project and

WHEREAS, pursuant to the terms and conditions of this Agreement, the District desires to engage the Contractor, and the Contractor desires to be engaged by the District, to render certain technical and professional services pursuant to the requirements of the grant described hereinafter.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the District and the Contractor as follows:

1. Incorporation of Whereas Clauses.

The recitals set forth in the Whereas clauses are incorporated herein by reference.

2. Services To Be Rendered.

The Contractor hereby agrees to render and perform the technical and professional services described in Attachment A, "Scope of Services," a copy of which is attached hereto and incorporated herein by reference, for the benefit of the District.

3. Consideration To Be Paid.

The District hereby agrees to pay the Contractor consideration for the performance of the services that the Contractor is required to perform under Attachment A.

During the term of this Agreement, payment for services and expenses will be paid monthly against invoices submitted by the Contractor to the District in accordance with the total cost and provisions set forth in Attachment B, a copy of which is attached hereto and incorporated herein by reference.

4. Modification Of Services To Be Rendered.

The parties hereby agree that the District may request that the Contractor change, add to, or delete the services the Contractor is required to perform hereunder, provided that any such change, addition to or deletion of said services shall be evidenced in writing, which writing shall be first approved and signed by a duly authorized representative of the District and of the Contractor and

shall set forth any additional modifications in the terms of this Agreement (including, but not limited to, the compensation to be paid to the Contractor hereunder) resulting from any such change, addition or deletion as may be mutually agreed to by the District and the Contractor.

5. Contractor's Performance of Services.

The Contractor shall perform the services required of it hereunder and shall supervise and secure, at its sole expense, all employees, agents, consultants and other personnel required to perform said services.

6. Duties of District.

All information, data and reports which the District deems reasonably necessary for the performance of the services the Contractor is required to provide hereunder shall be furnished to the Contractor without charge by the District.

7. Term and Commencement.

The services that the Contractor is required to perform hereunder shall commence as soon as practicable after the execution of this Agreement by both parties and shall not extend beyond _____ (insert agreement end date) unless terminated as provided herein, or extended by supplement to this agreement.

8. Termination of Agreement.

Either party to this Agreement may terminate this Agreement without cause upon 30 days written notice by giving the other party written notice of such termination, which written notice shall specify an effective date of such termination which shall be at least thirty (30) days after the receipt of such notice by the other party, unless a shorter period of time is mutually agreed to by the parties. In the event of such termination, each party shall perform its obligations under this Agreement up to such effective date, and as of said effective date the parties shall be discharged of any further obligation under this Agreement and this Agreement shall become null and void.

In the event of any such termination, all finished or un-finished documents, data, studies, surveys, reports or other material prepared by the Contractor for the District under this agreement shall become the property of the District and the District, without the consent of the Contractor, shall be entitled to receive and retain copies of, and have access to, all such materials to the extent practicable.

9. Confidentiality of Reports.

Unless otherwise required by law, any reports, data or other similar information given to or prepared or assembled by the Contractor under this Agreement which the District requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the District. The parties hereto acknowledge the applicability of Ch. 119 and sec. 1002.22, F.S., and FERPA to this Agreement.

10. Contractor Is An Independent Contractor.

The parties hereby agree that the Contractor is an independent Contractor, and not an employee of the District, and that nothing contained in this Agreement shall constitute or designate the Contractor or any of its employees, agents or Contractors as employees of the District.

11. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered hereunder if mailed by first class mail, postage prepaid, to the respective parties at the respective addresses:

a. District: **Michael A. Grego, Ed. D., Superintendent**
 The School District of Osceola County, Florida
 817 Bill Beck Boulevard.
 Kissimmee, FL 34744-4495

b. Contractor: _____ **(Contractor Contact)**
 _____ **(Contractor Name)**
 _____ **(Contractor Street Address)**
 _____ **(Contractor City, State & Zip Code)**

A party may change its notice address by notice as provided in this paragraph.

12. Modification.

No change or modification of this Agreement shall be valid or enforceable unless the same shall be in writing signed by both of the parties hereto.

13. Benefit.

This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior, written consent of the other party. There shall be no partial assignments of this Agreement, including, without limitation, the partial assignment of any right to receive payment from the District.

14. This Agreement.

This Agreement cancels, terminates and supersedes all prior agreements of the parties respecting any and all subject matter contained herein. This Agreement may be executed in two or more original counterparts, each of which shall be an original but all of which together shall be but one agreement.

15. Headings and Gender.

The headings of the paragraphs and subsections herein are included solely for convenience of reference, and if there is any conflict between such headings and the text of this Agreement, the text shall control. The gender of pronouns used herein, if any, may include any other gender, and the singular may include the plural (or vice versa) if the circumstances so require.

16. Non-Discrimination.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

17. Governing Law.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of this Agreement shall be submitted to the jurisdiction of the State Courts of Florida in the Ninth Judicial Circuit of Osceola County, Florida. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. Without limiting the foregoing, Contractor agrees to comply with the guidelines described on the form 'Applicable State and Federal Guidelines for Grant Programs,' a signed copy of which shall be submitted with this Agreement.

18. Force Majeure.

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

19. Background Screening.

Pursuant to Fla. Stat. 1012.465, all contractual personnel who are permitted access on school grounds when students are present, or who have direct contact with students, must meet level 2 screening requirements as described in Fla. Stat. 1012.32 and pursuant to District standards. Therefore, any officer, director, employee, agent or representative of Contractor who requires access onto any school grounds of District when students may be present, or who will be in direct contact with any students of District, shall be required to submit to fingerprinting by District and background screening. All costs of the fingerprinting and background screening shall be the responsibility of Contractor and shall be paid at the time of fingerprinting. The costs of the fingerprinting and background screening shall be determined by the District at the time the fingerprints are taken. Contractor agrees to indemnify and hold harmless District, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, F.S.

20. No Waiver of Sovereign Immunity.

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

21. No Third Party Beneficiaries.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this agreement. None of the parties intend to directly or substantially benefit a third party by this agreement. The parties agree that there are no third party beneficiaries to this agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

22. Copyrights.

Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Furthermore, the parties agree that the District has the right to make unlimited copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District of Osceola County for purposes related to school board business, operations, the delivery of the educational program or to comply the requirements of law, rule, policy or regulation.

23. Access to and Retention of Documentation.

The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of three years after the District has made final payment and all services have been performed under this agreement.

24. Authority.

Each person signing the agreement on behalf of either party individually warrants that: he or she has full legal authority to execute this agreement on behalf of the party for whom he or she is signing; and, no further action by any other officer, director or shareholder is required to bind and obligate such party with respect to the terms hereof.

25. Indemnification.

Contractor shall hold harmless and indemnify the District, its agents and employees from and against any and all losses, damages, claims made by third parties, liabilities to third parties, litigation and other matters which may arise from, be caused by, or result during or as a result of any act or omission of Contractor, the performance of the Agreement, or breach of performance of the Agreement by Contractor, or the performance or failure of performance of any product or service furnished by Contractor under this Agreement with the District. This hold harmless and indemnification provision shall include a duty to defend the District, at the District's option, and to pay all reasonable attorneys' fees and expenses, including administrative and on appeal, incurred by the District in the defense of any matter covered by this provision. This hold harmless and indemnity shall survive the termination or expiration of this Agreement.

26. Insurance Coverage.

Contractor shall, throughout the performance of its services pursuant to the Agreement and throughout the term of the Agreement, maintain and provide to the District the following insurance coverages:

(a) Professional Liability Insurance. The professional liability insurance shall provide protection from the negligent act, errors, and omissions of Contractor from or in connection with the performance of services under the Agreement. The policy shall provide coverage for the negligent acts or omissions of Contractor in a minimum amount of \$2,000,000.00 per claim. The policy shall contain a maximum deductible of \$1,000.00 per claim. This policy will include the District as an additional insured.

(b) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per policy year. This policy will include the District as an additional insured.

(c) Automobile Liability Insurance. The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. The policy will include the District as an additional insured.

(d) Workers' Compensation Insurance. The workers' compensation insurance will be maintained as required by applicable Florida law.

The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. Contractor shall provide insurance that may not be reduced, terminated, or canceled unless 30 days prior written notice thereof is furnished to the District. Certificates of insurance and copies of all policies (if required by the District) shall be furnished to the District within 10 calendar days after the date of this Agreement. In the event of any cancellation or reduction in insurance coverage, Contractor shall obtain substitute coverage, without any lapse of coverage whatsoever. If Contractor fails to provide coverage or substitute coverage, Board may terminate this Agreement.

27. Debarment.

By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within a five-year period preceding the date of this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within a five-year period preceding the date of this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) – (d) above, with respect to Contractor or its principals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA:**

CONTRACTOR:

By: _____
John McKay, Chairman

By: _____

Date Approved: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
Michael A. Grego, Ed. D., Superintendent

ATTEST:

By: _____

Print Name: _____

Title: _____

Attachment A
SCOPE OF SERVICES
(Example Only)

Activity	Period	Deliverables
1. Medicaid Specialist will work closely with the System of Care (SOC) Specialist to screen and if necessary aid families in obtaining Medicaid, KidCare or other funding sources for children identified through the Osceola County School System and needing mental health services.	Sept. 1, 2009 – Aug. 31, 2010	<ul style="list-style-type: none"> • Evaluation Monthly Report
2. Medicaid Specialist will screen referrals received from SOC for Medicaid and report information to SOC in a timely manner.	Sept. 1, 2009 – Aug. 31, 2010	<ul style="list-style-type: none"> • Evaluation Monthly Report
3. If students do not have funding, Medicaid Specialist will work with family to obtain funding, including screen for Title XIX, Florida Kid Care and if eligible for Medicaid will work with families to submit appropriate paperwork.	Sept. 1, 2009 – Aug. 31, 2010	<ul style="list-style-type: none"> • Evaluation Monthly Report
4. Medicaid Specialist will work in Osceola County as needed to meet with families and assist with submission for Medicaid services, minimum of 2.5 days per week.	Sept. 1, 2009 – Aug. 31, 2010	<ul style="list-style-type: none"> • Evaluation Monthly Report • Mileage Sheets
5. Medicaid Specialist will develop needed resources in order to obtain funding for services.	Sept. 1, 2009 – Aug. 31, 2010	<ul style="list-style-type: none"> • Evaluation Monthly Report
6. Medicaid Specialist will communicate any changes in Medicaid eligibility requirements, Medicaid service delivery or other information that could be necessary for delivery of services.	Sept. 1, 2009 – Aug. 31, 2010	<ul style="list-style-type: none"> • As determined by changes, recorded on Monthly Evaluation Report

**Attachment A (cont.)
SCOPE OF SERVICES
(Example Only)**

Activity	Period	Deliverables
7. The Medicaid Specialist will maintain and submit monthly to SOC a tracking log for all referrals.	Sept. 1, 2009 – Aug. 31, 2010	<ul style="list-style-type: none"> • Tracking Log will be submitted monthly and will include: <ul style="list-style-type: none"> ➤ Referral date ➤ Family demographics ➤ Date contact is made with family ➤ Each funding source explored ➤ Eligibility outcome (which funding source the family is eligible for or referral to other mental health provider resources)
8. The Medicaid Specialist will report monthly to the Systems of Care Specialist a summary report.	Sept. 1, 2009 – Aug. 31, 2010	<ul style="list-style-type: none"> • Summary Report will be submitted monthly and will include: <ul style="list-style-type: none"> ➤ Number of referrals received ➤ Number of families found to have Medicaid ➤ Number of families screened for month ➤ Number of families that appear to be eligible for Medicaid, KidCare, etc. based on the screening process ➤ Number of families that have been successfully placed on Medicaid, KidCare, etc.

<p>9. Medicaid Specialist will participate in regular meetings to be scheduled by Project manager and other SSHS personnel.</p>	<p>Sept. 1, 2009 – Aug. 31, 2010</p>	<ul style="list-style-type: none">• Evaluation Monthly Report• Meeting sign-in sheet
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**Attachment A-2
BUDGET
(Example Only)**

	All Elements - Year 3				
	Elements				
	1, (USDOE)	2, 3	4, (DHHS)	5	TOTAL
1 Eligibility Worker/Compliance Specialist who will be responsible for eligibility and compliance with Medicaid and other funding sources: \$28,698		-	\$ 28,698		28,698
B. Fringe					
27% Of salaries (includes FICA, Retirement, Health, Dental, Group Life, Workers' Comp., Medicare)			7,462		7,462
C. Staff Travel, Equipment, and Supplies					
Travel: State/Local - 1 position: 1 x 165 miles/week x 48 weeks x .40/mile (\$3,168)		-	3,168		3,168
Routine Office Supplies @ \$25/mo. x 1 staff x 12 mos.(\$300)		-	300		300
Professional Development for staff @ \$300/person x 1 = \$300		-	300		300
Total Children's Home Society:	\$	-	\$ 39,928	\$	39,928

Attachment B
COST AND PAYMENT
(Example Only)

Total Cost

The District shall pay the Contractor an amount not to exceed **\$ XXXX** for all services rendered and expenses incurred by the Contractor. This total cost includes all services performed in the evaluation of the project including without limitation the services described in Attachment A.

Expenses

The total cost shall be inclusive of all expenses incurred by Contractor. The District will not reimburse the Contractor for any additional expenses.

Invoices

Contractor shall submit invoices monthly (each not to exceed \$ XXXX), and shall specify for each person who worked on the contract during the invoice period: name, position title, and description of work performed. In addition, invoices shall include such information, including without limitation, written progress reports detailing activities accomplished for the invoice period as may be required to comply with federal requirements, Florida statutes, and/or auditing and accounting requirements associated with the grant.

Payment by the District to the Contractor

Subject to the review and approval of the SDOC Project Director, the District shall mail payments to the Contractor by first class mail no later than forty-five (45) days after the District receives from the Contractor an invoice that complies with the previous paragraph. SDOC has no obligation to pay unless an SDOC Purchase Order has been issued covering the services and expenses for which payment is requested, and such obligation shall be payable to the extent the budgeted amount expected from the grant is actually made available to District by the grantor agencies. Notwithstanding the fact that the Contractor shall be paid a fixed fee for all services rendered and expenses incurred, payment is contingent upon adequate progress in the delivery of services and reporting of same to the Project Director. Failure to make adequate progress and deliver satisfactory reports as reasonably determined by the Project Director shall be sufficient reason to withhold all or part of a periodic payment to which Contractor would be otherwise entitled.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FL
Applicable State and Federal Guidelines for Grant Programs
2009-2010

ALLOWABLE EXPENSES

In accordance with OMB Circular A-87, to be allowable under Federal awards, costs must BE:

1. Necessary,
2. Reasonable,
3. Allocable to the Federal program, and
4. Authorized or not prohibited under State or local laws or regulations.

Federal and State awards must be used for the purchase of goods or services that will directly impact students or student performance. Examples include instructional materials and supplies, equipment, software, and professional development directly related to the program. Specific grant programs may allow salary expenses for full-time personnel and extended contracts.

UNALLOWABLE EXPENSES

Grant funds **may not** be used for:

- **CAPITAL OR FACILITY IMPROVEMENTS (e.g. buildings, sheds)**
- **ENTERTAINMENT (e.g. theme park admissions, movie or theater tickets)**
- **FOOD OR BEVERAGES**
- **INCENTIVES (e.g. plaques, stickers, give-away items)**
- **PROMOTIONAL ITEMS (e.g. flags, banners)**
- **T-SHIRTS**
- **VEHICLES**
- **CELEBRATIONS/SOCIALS**
- **OUT-OF-COUNTRY WORKSHOPS OR CONFERENCES**
- **UNAPPROVED, OUT-OF-STATE AND OVERNIGHT FIELD TRIPS, INCLUDING RETREATS**
- **RENTALS OF SPACE THAT INCLUDE FOOD**

Grant funds must purchase only goods and services that will be used during the grant's program period. Costs must never be incurred for activities that will take place after the end of the program period (e.g. conferences and training).

SUPPLEMENT, NOT SUPPLANT

- In accordance with program-specific authorizing laws, Federal funds must be used to supplement non-federal funds, and in no case replace these non-federal funds.
- State and Federal project funds cannot be used to fund activities required by law.
- When transferring personnel into grant-funded positions, the existing position must be filled.

OWNERSHIP

Equipment and materials purchased with grant funds are the property of (1) the funding agency (Federal or State), then (2) the District, then (3) the school or department (if applicable). These items may not be transferred to another site by schools, departments, or outside agencies.

TIME AND EFFORT

As required by OMB Circular A-87, when employees work solely on a single Federal award, charges for their salaries and wages must be supported by periodic certifications (at least semi-annually) that the employee worked solely on that program for the period covered by the certification. A supervisory official having firsthand knowledge of the work performed by the employee must sign these certifications.

When employees work on multiple activities (e.g., more than one federal project or a federal project and a non-federal project), monthly reports must be completed to document the time and effort spent on each project.

AGREEMENT *(Complete the portion below and return this document to the District's Grant Management Office.)*

I certify that my organization and its staff will comply with ALL Federal and State guidelines described above.

 Administrator Name (Printed)

 Administrator Signature

 Date

Organization: **Children's Home Society**

Grant Program: **Safe Schools/Healthy Students**

*Grant Management Office
 District Administrative Center, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495
 Telephone: (407) 870-4058 Ext. 65114, Fax: (407) 870-4055, Email: schuberz@osceola.k12.fl.us*



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