

FIRST AMENDMENT
TO THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
FAMILY SUPPORT SERVICES OF NORTH FLORIDA, INC.,
AND SCHOOL BOARD OF CLAY COUNTY

This **FIRST AMENDMENT** (the "First Amendment") is entered into as of the 1st day of May, 2017, by and between Family Support Services of North Florida, Inc., a Florida not-for-profit corporation ("FSSNF"), and School Board of Clay County, a Florida School District ("Independent Contractor").

RECITALS:

WHEREAS, the parties hereto have entered into an Independent Contractor Agreement, VEN 016 SBCC, dated May 04, 2016 (the "Agreement"); and

WHEREAS, the parties mutually desire to add a definitions; and

WHEREAS, the parties mutually desire to amend the Term; and

WHEREAS, the parties mutually desire to amend the Invoice; and

WHEREAS, the parties mutually desire to amend the compensation for fiscal years 2016-2017 and 2017-2018; and

WHEREAS, the parties mutually desire to amend the Scope of Services; and

WHEREAS, the parties mutually desire to add Attachment VI to the Agreement; and

WHEREAS, the parties hereto now desire to enter into said First Amendment in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Any capitalized words used in this First Amendment, which are not otherwise defined in this First Amendment, shall have the same meaning such words have in the Agreement.

2. Article I, Provision 5, "Eligible Consumer" is hereby amended in its entirety to read as follows:

"Eligible Consumer: Eligible children who are involved with FSSNF and being served through the Integrated Practice Team, STEPS, FAST, relative, non-relative, and foster care service programs."

3. Article I, "Definitions", is hereby amended to add a Provision 12 at the end thereof:

"12. Eye Movement Desensitization and Reprocessing Therapy (EMDR): EMDR is a form of therapy that works best in treating trauma and persistent mental health issues. It uses a rhythmic method to process the trauma as well as retrain the brain on how we respond to trauma memories."

4. Article I, "Definitions", is hereby amended to add a Provision 13 at the end thereof:

13. See You at the Top ("SYATT"): SYATT is an after school group. It is set up in a group format and students meet with a therapist to discuss mental health concerns and improving school outcomes. They also go on activity outings and volunteer their time for community service. The goal of the group is to improve post school outcomes by meeting their mental health needs while also working on transition goals."

5. Article II, Section 1, "Term" is hereby amended in its entirety to read as follows:

"Independent Contractor shall be engaged and responsible for providing services to FSSNF as outlined in Attachment I to the Agreement attached hereto and incorporated herein for the period beginning May 01, 2016, and expiring on June 30, 2018 (the "Term"), unless otherwise provided herein except by mutual agreement of FSSNF and Independent Contractor. Upon the expiration of the Term, this Agreement may be renewed up to one (1) time for a period of twelve (12) months ("Renewal Term") each by providing thirty (30) days written notice to Independent Contractor prior to the end of the initial Term. All provisions in this Agreement shall apply in full to the Renewal Term."

6. Article II, Section 4, "Invoice" is hereby amended in its entirety to read as follows:

Independent Contractor shall submit one (1) detailed invoice form to FSSNF by email to accountspayable@fssnf.org on a monthly basis or upon completion of assignment. Invoices are due no later than the seventh (7th) day of the month following the month of service. Such invoices shall be accompanied by a detailed report of the activities performed during the invoice period and the documentation required in Attachment I of the Agreement. All invoices are subject to approval by FSSNF upon receipt of all required documentation. Payment shall not be made to Independent Contractor until receipt, review and approval of all required documentation. FSSNF shall have thirty (30) calendar days from the date of invoice to remit payment, subject to receipt, review and approval by FSSNF of all required documentation.

7. Article II, Section 2, "Compensation" is hereby amended and replaced in its entirety to read as follows:

- a) "Independent Contractor shall be compensated at a rate of \$13,213.47 per month for May 01, 2016 through June 30, 2016, not to exceed for the period, the maximum total compensation of \$26,426.94 for services outlined in Attachment I.
- b) Independent Contractor shall be compensated at a rate of \$13,213.47 per month for the period of July 01, 2016 through April 30, 2017 and shall be compensated at a rate of \$25,713.47 for May 01, 2017 through June 30, 2017, not to exceed for the period, the maximum total compensation of \$183,561.64 for services outlined in Attachment I.
- c) Independent Contractor shall be compensated according to the chart below for the period of July 01, 2017 through June 30, 2018, not to exceed for the period, the maximum total compensation of \$158,561.64 for services outlined in Attachment I.

SERVICE	UNIT	COST
ACT College Testing Writing	One (1) test equals one (1) unit of service	\$62.50
Administrative Fee	One (1) month equals one (1) unit of service	\$5,916.67

SERVICE	UNIT	COST
Anger Management	One (1) hour equals one (1) unit of service	\$50.00
Behavior Analysis	One (1) hour equals one (1) unit of service	\$75.00
Behavior Therapy	One (1) hour equals one (1) unit of service	\$75.00
Camp	One (1) week equals one (1) unit of service	\$200.00
Case Manager	Fifteen (15) minutes equals one (1) unit of service	\$4.58
Clothing	One article of clothing equals one (1) unit of service	\$25.00
EMDR	One (1) hour equals one (1) unit of service	\$75.00
Family Counseling	One (1) hour equals one (1) unit of service	\$75.00
Gas Cards	One (1) \$25.00 gas card equals one (1) unit of service	\$25.00
GED Class	One (1) semester equals one (1) unit of service	\$30.00
GED Retesting	One (1) retesting equals one (1) unit of service	\$12.00
GED Testing	One (1) test equals one (1) unit of service	\$32.00
Group Counseling	One (1) hour equals one (1) unit of service	\$75.00
Individual Counseling	One (1) hour equals one (1) unit of service	\$75.00
Job Coaching	One (1) hour equals one (1) unit of service	\$40.00
Martial Arts Therapy	One (1) session equals one (1) unit of service	\$25.00
Mentor/Peer Specialist	One (1) hour equals one (1) unit of service	\$20.00
Psychiatric Evaluation	One (1) psychiatric evaluation equals one (1) unit of service	\$250.00

SERVICE	UNIT	COST
Psychiatric Follow-Up	One (1) psychiatric follow-up equals one (1) unit of service	\$150.00
Psychological Evaluation	One (1) psychological evaluation equals one (1) unit of service	\$350.00
Respite	One (1) hour equals one (1) unit of service	\$40.00
SAT College Test - Writing	One (1) test equals one (1) unit of service	\$60.00
Sexual Victims Counseling	One (1) hour equals one (1) unit of service	\$75.00
Social Skills Building Event	One (1) event equals one (1) unit of service	\$25.00
SYATT	One (1) week equals one (1) unit of service	\$75.00
Transitional Specialist Case Manager	Fifteen (15) minutes equals one (1) unit of service	\$7.50
Tutoring	One (1) hour equals one (1) unit of service	\$40.00
Youth Transitional Services	One (1) unit of service is defined as assisting with an emergency SIPP application and assisting a child with adult living transition such as paperwork for an apartment, college application and independent living skills.	\$40.00

- d) Independent Contractor shall ensure it utilizes Medicaid providers, as appropriate for services outlined in the above chart.
- e) Services under this Agreement shall only be applied as the payer of last resort with clients meeting the eligibility criteria in Article I, Number 5, as amended above in Section 2.
- f) Independent Contractor shall submit a single invoice per client using Attachment VI.
- g) FSSNF holds the exclusive right to withhold payment for any service FSSNF deems to be unsatisfactory, inadequate or incomplete in its sole and absolute discretion until such time as FSSNF, in its sole and absolute discretion, deems said services to be satisfactory and complete.”
8. Article II, Section 27, “Effective Date” is hereby amended in its entirety to read as follows:

“Effective Date. This Agreement shall be effective May 01, 2016, and will expire on June 30, 2018.”

9. Attachment I, "Scope of Services" is hereby amended to add a Provision 13 at the end thereof:

"13. The Independent Contractor should consult with the assigned case workers to ensure there is not a duplication of services."

10. Attachment I, "Scope of Services" is hereby amended to add a Provision 14 at the end thereof:

"14. The Independent Contractor shall refer children who are in post-adoption placements to FSSNF Post-Adoption Services Program."

11. Attachment VI, "Individual Client Monthly Invoice" is hereby added at the end thereof and attached hereto.

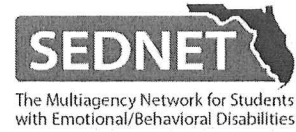
IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to the Agreement as of the day and year first above written.

SCHOOL BOARD OF CLAY COUNTY

FAMILY SUPPORT SERVICES OF NORTH FLORIDA, INC.

BY: _____
NAME: _____
TITLE: CHAIRMAN OF THE BOARD
DATE: _____

BY: _____
NAME: E. LEE KAYWORK
TITLE: CHIEF EXECUTIVE OFFICER
DATE: _____



**ATTACHMENT VI
INDIVIDUAL CLIENT MONTHLY INVOICE**

Using a single invoice per child, please complete the following information to ensure funds are coded appropriately.

Invoice Date _____ Client Name _____

Service Date	Diagnosis	Service Type	Unit Cost	Total Cost
TOTAL INVOICE AMOUNT				\$ _____

I certified that to the best my ability, the information outlined for the child referred on this invoice is accurate and true.

PREPARER

PROGRAM DIRECTOR

SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

SIGNATURE: _____
PRINTED NAME: KATHY LAWRENCE
TITLE: PROGRAM DIRECTOR
DATE: _____