

CONTRACT BETWEEN
FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
AND
SCHOOL DISTRICT OF CLAY COUNTY
FIFTH 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, last amended on December 28, 2010.

This amendment increases funding and services for Fiscal Year 2010-2011.

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

"To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$180,213.00 or the rate schedule, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract."

II. Attachment I, Paragraph C. I., Method of Payment, Payment Clauses, is hereby amended to read:

"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 \$180,213.00, subject to the availability of funds. Reimbursement shall not exceed the following limits:

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

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

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

III. Attachment I, Section D., Special Provisions, Paragraph 6., Employment Eligibility Verification, is added as follows:

"6. Employment Eligibility Verification

(a) Definitions. As used in this clause-

"Employee assigned to the contract" means all persons employed during the contract term by the provider/grantee to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors) assigned by the provider/grantee to perform work pursuant to the contract/grant with the department.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another subcontractor.

(b) Enrollment and verification requirements.

(1) The provider/grantee shall-

(i) Enroll. Enroll as a provider/grantee in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the provider/grantee/subcontractor to perform work pursuant to the contract with the DCF shall be verified as employment eligible within 3 business days after the date of hire; and

(2) The provider/grantee shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the provider's/grantee's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the provider/grantee will be referred to a DHS or SSA suspension or debarment official.

(ii) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the provider/grantee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the provider/grantee, then the provider/grantee must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The provider/grantee is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the provider/grantee through the E-Verify program.

(e) Individuals performing work prior to the E-Verify requirement. Employees assigned to and performing work pursuant to this contract prior to February 04, 2011 do not require employment eligibility verification through E-Verify.

(f) Evidence. Of the use of the E-Verify system will be maintained in the employee's personnel file.

(g) Subcontract. The provider/grantee shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in each subcontract."

IV. Attachment I, Exhibit B-2, Line Item Operating Budget, FY 10-11, (1 page), dated 11/01/2010, is hereby deleted and a new Attachment I, Exhibit B-2, Line Item Operating Budget, FY 10-11, (1 page), dated 03/10/2011, is hereby inserted.

V. Attachment I, Exhibit C-2, FY 10-11 Budget Narrative, (1 page), dated 11/01/2010, is hereby deleted and a new Attachment I, Exhibit C-2, FY 10-11 Budget Narrative, (1 page), dated 03/10/2011, is hereby inserted.

VI. Attachment I, Exhibit D-2, FY 10-11 Cost Reimbursement Report of Expenditures and Request for Payment/Advance, (1 page), dated 11/01/2010, is hereby deleted and a new Attachment I, Exhibit D-2, FY 10-11 Cost Reimbursement Report of Expenditures and Request for Payment/Advance, (1 page), dated 03/10/2011, is hereby inserted.

This amendment shall be effective April 29, 2011, 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 6 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: Frank Farrell

Print/Type
Name: Bryan D. Hensley

Title: School Board Chairperson

Title: Circuit 4 Operations Manager

Date: _____

Date: _____

Exhibit B-2

LINE ITEM OPERATING BUDGET
FY 10-11

AGENCY School District of Clay County

CONTRACT # DH676 - Amendment # 5

CONTRACT PERIOD FROM 07/01/10 TO 06/30/11 DATE PREPARED 03/10/2011

LINE ITEMS	CONTRACTED AMOUNTS	MATCH AMOUNTS	TOTAL
I. PERSONNEL SERVICES			
(a) SALARIES	\$18,240	\$	\$
(b) FRINGE	\$5,287	\$	\$
TOTAL PERSONNEL =	\$23,527	\$	\$
=====			
II. EXPENSES			
(a) BUILDING OCCUPANCY	\$	\$	\$
(b) PROFESSIONAL SERVICES	\$33,060	\$	\$
(c) TRAVEL	\$	\$	\$
(d) EQUIPMENT COSTS	\$	\$	\$
(e) FOOD SERVICES	\$	\$	\$
(f) MEDICAL AND PHARMACY	\$	\$	\$
(g) SUBCONTRACTED SERVICES	\$	\$	\$
(h) INSURANCE	\$	\$	\$
(i) INTEREST	\$	\$	\$
(j) OPERATING SUPPLIES & EXPENSES	\$499	\$	\$
(k) OTHER	\$19,487	\$	\$
(l) DONATED ITEMS	\$	\$	\$
TOTAL EXPENSES =	\$53,046	\$	\$
=====			
III. NONEXPENDABLE PROPERTY			
(a) EQUIPMENT	\$	\$	\$
(b) PROPERTY	\$	\$	\$
TOTAL NONEXPENDABLE PROPERTY =	=====	=====	=====
IV. ADMINISTRATION			
	\$	\$	\$
=====			
GRAND TOTAL =	\$76,573	\$	\$
=====			

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

2. Fringe Benefits:

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

Total Fringe \$ 5,287.00

3. Office Expenses:

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

4. Professional Services:

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

\$ 33,060.00

5. Other:

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

\$ 15,487.00

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

\$ 4,000.00

Total Other: \$ 19,487.00

TOTAL \$ 76,573.00

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 AMOUNT	AMENDED AMT DATE: 03/10/2011	TOTAL EXPEND. THIS REPORT	EXPENDITURES YEAR TO DATE
PERSONNEL SERVICES				
(a) SALARIES	14,294.00	18,240.00		
(b) FRINGE	3,467.00	5,287.00		
TOTAL PERSONNEL =	17,761.00	23,527.00		
II. EXPENSES				
(a) BUILDING OCCUPANCY				
(b) PROFESSIONAL SERVICES	19,060.00	33,060.00		
(c) TRAVEL				
(d) EQUIPMENT COSTS				
(e) FOOD SERVICES				
(f) MEDICAL AND PHARMACY				
(g) SUBCONTRACTED SERVICES				
(h) INSURANCE				
(i) INTEREST				
(j) OPERATING SUPPLIES & EXPENSES	499.00	499.00		
(k) OTHER	7,000.00	19,487.00		
(l) DONATED ITEMS				
TOTAL EXPENSES =	26,559.00	53,046.00		
III. NONEXPENDABLE PROPERTY				
(a) EQUIPMENT				
(b) PROPERTY				
TOTAL NONEXPENDABLE PROPERTY =				
IV. ADMINISTRATION				
GRAND TOTAL =	44,320.00	76,573.00		

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 _____