

CONTRACT BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

AND

SCHOOL DISTRICT OF CLAY COUNTY

FIRST AMENDMENT

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

The department wishes to amend the contract entered into between said parties on June 29, 2006, for the period July 1, 2006 through June 30, 2009. The purpose of this amendment is to make technical changes as follows:

I. Standard Contract, Section I., Paragraph M., under Civil Rights Requirements, is hereby amended to read:

"M. Civil Rights Requirements

1. Not to 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 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. 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. To complete the Civil Rights Compliance Checklist, CF Form 946, in accordance with CFOP 60-16 and 45 CFR Part 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."

II. Standard Contract, Section I., Paragraph S, under Public Entity Crime, is hereby amended to read:

"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 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.”

III. Standard Contract, Section I., Paragraph AA., under Emergency Preparedness, is hereby amended to read:

“AA. Emergency Preparedness

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 representative 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.

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.”

IV. Attachment I, Section C., Method of Payment, Paragraph 3., Invoice Requirements, Subparagraph b. is hereby amended to read:

“b. Budget Changes: 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 total budget. 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 contract amendment, signed by the provider and the department on or before the effective date for implementation of the specific change.”

V. Attachment II, Audits (3 pages), dated 02/01/06, is hereby deleted and a new Attachment II, Audits (3 pages), dated 03/01/08, is inserted.

This amendment shall be effective May 2, 2008 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: Carol Studdard

Print/Type
Name: Vicki M. Abrams

Title: School Board Chairperson

Title: Circuit 4 Operations Manager

Date: _____

Date: _____

EXHIBIT B

LINE ITEM OPERATING BUDGET

FY 07-08

AGENCY School District of Clay County

CONTRACT # DH635

CONTRACT PERIOD FROM 07/01/06 TO 06/30/09 DATE PREPARED 05/19/2006

LINE ITEMS	CONTRACTED AMOUNTS	MATCH AMOUNTS	TOTAL
I. PERSONNEL SERVICES			
(a) SALARIES	\$37,700	\$	\$
(b) FRINGE	\$7,947	\$	\$
TOTAL PERSONNEL =	\$45,647	\$	\$
	=====	=====	=====
II. EXPENSES			
(a) BUILDING OCCUPANCY	\$	\$	\$
(b) PROFESSIONAL SERVICES	\$32,239	\$	\$
(c) TRAVEL	\$	\$	\$
(d) EQUIPMENT COSTS	\$	\$	\$
(e) FOOD SERVICES	\$	\$	\$
(f) MEDICAL AND PHARMACY	\$	\$	\$
(g) SUBCONTRACTED SERVICES	\$	\$	\$
(h) INSURANCE	\$	\$	\$
(i) INTEREST	\$	\$	\$
(j) OPERATING SUPPLIES & EXPENSES	\$500	\$	\$
(k) OTHER	\$9,000	\$	\$
(l) DONATED ITEMS	\$	\$	\$
TOTAL EXPENSES =	\$41,739	\$	\$
	=====	=====	=====
III. NONEXPENDABLE PROPERTY			
(a) EQUIPMENT	\$	\$	\$
(b) PROPERTY	\$	\$	\$
TOTAL NONEXPENDABLE PROPERTY =	=====	=====	=====
IV. ADMINISTRATION			
	\$	\$	\$
	=====	=====	=====
GRAND TOTAL =	\$87,386	\$	\$
	=====	=====	=====

EXHIBIT C-2
FY 08-09
BUDGET NARRATIVE

Provider: School District of Clay County

Contract Number: DH635

Budget Details:

1. Personnel:

- a. Salaries will pay .487 of the SEDNET project manager's salary \$ 37,700.00
- b. Other Project staff (Secretary) salary is funded by other revenue sources.

2. Fringe Benefits:

- a. Retirement at 7.83 % of salary \$ 2,952.00
- Social Security at 7.65% of salary \$ 2,884.00
- Insurance \$ 1,734.00
- Workmens Compensation 1% \$ 377.00
- b. Total Fringe \$ 7,947.00

3. Office Expenses:

- Office Expenses will include consumable supplies, reproductions of necessary paper work, printing cost and postage. \$ 500.00

4. Professional Services:

- Professional Services will include reimbursement for psychiatrist and/or psychologist to attend and give technical assistance to the District IV MDT. 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. \$ 12,000.00

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. \$20,239.00

Total Professional Services \$ 32,239.00

5. Other:

- 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. \$ 9,000.00

TOTAL

\$ 87,386.00

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature

Date

Carol Studdard - School Board Chairperson

Name and Title of Authorized Signee