RESOLUTION NO. 2009- 169

A RESOLUTION OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE AMENDMENT # 1 TO CONTRACT # NJ204 BETWEEN ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF FLORIDA, DEPARTMENT OF CHILDREN AND FAMILIES.

WHEREAS, the State of Florida Department of Children and Families, District 4, original contract # DJ993, with the Board of County Commissioners of St. Johns County provides funds to defray the cost for children placed in care of the Community-based Care Program; and

THIS AMENDMENT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department" and St. Johns County Board of County Commissioners, hereinafter referred to as the "provider".

The department wishes to amend contract number NJ204, which is a renewal of contract number DJ993, entered into between said parties on May 27, 2009 for the period July 1, 2009 through June 30, 2014. The purpose of this amendment is to specify funding and make technical changes as follows:

I. **Page 5, Standard Contract, Section 1, Paragraph W., Information Security Obligations**, is hereby amended to read:

"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."

I. **The following is added to Page 25, Attachment I, Section C., Method of Payment, Paragraph 1.a.**, to incorporate funding for the period of the renewal.

"The contract amount for the renewal period shall not exceed **$23,347,705.00**, subject to the availability of funds. The following Schedules of Funds will be amended annually, at a minimum, to reflect the funding for each fiscal year in the contract renewal period:

Attachment II-N	FY 09-10	$4,669,541.00
Attachment II-O	FY 10-11	TBD
Attachment II-P	FY 11-12	TBD
Attachment II-Q	FY 12-13	TBD
Attachment II-R	FY 13-14	TBD"

III. **Page 25, Attachment I, Section C., Method of Payment, Paragraph 1.a.**, additional rows are added to the table at the end of the paragraph, which are applicable to the contract renewal period (07/01/2009-06/30/2014) as follows:

"

Service Unit	Fixed Payment	# of Units	Total Amount
One Month of Child Welfare and Related Services (07/01/09–10/31/09)	$389,128.41	4	$1,556,513.64
One Month of Child Welfare and Related Services (11/01/09–06/30/10)	$389,128.42	8	$3,113,027.36
One Month of Child Welfare and Related Services (07/01/10-06/30/11)	TBD	12	TBD
One Month of Child Welfare and Related Services (07/01/11-06/30/12)	TBD	12	TBD
One Month of Child Welfare and Related Services (07/01/12-06/30/13)	TBD	12	TBD
One Month of Child Welfare and Related Services (07/01/13-06/30/14)	TBD	12	TBD

"

IV. **Page 25, Attachment I, Section C., Method of Payment, Paragraph 3.d.,** additional rows are added to the table at the end of the paragraph, which are applicable to the contract renewal period (07/01/2009-06/30/2014) as follows:

"

Service Month	Type of Request	Based On	Submission Date
July 2009	Estimated Pay	1/12th of Fiscal Year 09/10 Contract Amount	July 1, 2009
August 2009 – June 2010	Estimated Pay	The Contract Amount for FY 09/10 not yet paid divided by the remaining months to be paid.	The 20th day of the month prior to month of service
July 2010, July 2011, July 2012, July 2013	Estimated Pay	TBD	July 1st of each fiscal year
August – June of FY 10/11, 11/12, 12/13, 13/14	Estimated Pay	TBD	The 20th day of the month prior to month of service

"

V. **Page 57-G, Attachment II-N, CBC Schedule of Funds, FY 2009-10 Use Designation – As of 05/29/2009,** is hereby inserted and attached hereto.

This amendment shall be effective July 1, 2009, or the date signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto 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 its attachment are hereby made a part of the contract.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 16th day of June, 2009.

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA

By: Cyndi Stevenson
Cyndi Stevenson,Chair

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

AND

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

FIRST AMENDMENT

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This amendment shall be effective July 1, 2009, or the date signed by both parties, whichever is later.

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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 its attachment are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this 4 page amendment to be executed by their undersigned officials as duly authorized.

PROVIDER: St. Johns County Board of County Commissioners

Signature: _____

Print/Type Name: Michael D. Wanchick

Title: County Administrator

Date: _____

Florida Department of Children and Families

Signature: _____

Print/Type Name: Reginald Williams

Title: Circuit Administrator

Date: _____

Attachment II-N
CBC Schedule of Funds
St. Johns County Board of County Commissioners - Contract# NJ204
FY 2009-10 Use Designation - As of 05/29/2009

Sections A and B	Federal	State	Total
Other Fund Sources			3,558,744
Subtotal Sections A and B			3,558,744
Section C			
Maintenance Adoption Subsidies			497,440
Independent Living Services - Chafee Administration	19,127	4,782	23,909
Chafee Road to Independence - Scholarship	16,999	4,250	21,249
Chafee, ETV, Road to Independence	12,968	3,242	16,210
All State Funded Independent Living Services		97,799	97,799
Medicaid Administration	5,918	5,918	11,836
State Access and Visitation	-		-
SSFA Family Preservation	102,421		102,421
SSFA Family Support	104,210		104,210
SSFA Time Limited Reunification	89,345		89,345
SSFA Adoption	34,958		34,958
SSFA Community Facilitation IH	24,481		24,481
SSFA Community Facilitation OOH	23,330		23,330
PI Training	-	-	-
Legislatively Mandated Special Projects	-	-	-
Children's Mental Health CW Wraparound Funding		63,609	63,609
Subtotal Section C			1,110,797
Total All Fund Sources			4,669,541