

RESOLUTION NO. 2010-67

A RESOLUTION OF ST. JOHNS COUNTY, FLORIDA,  
AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN  
THE THIRD AMENDMENT TO THE CONTRACT NJ204  
BETWEEN ST. JOHNS COUNTY BOARD OF COUNTY  
COMMISSIONERS AND THE DEPARTMENT OF CHILDREN  
AND FAMILIES

WHEREAS, the State of Florida Department of Children and Families, Circuit 7, contract NJ204 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

WHEREAS, the State of Florida Department of Children and Families has amended the contract by increasing the contract amount by \$120,555 and by including the updated Schedule of Funds, Whistleblower Protections and the Support to Deaf or Hard-of-Hearing requirements as follows:

- I. **Page 5, Standard Contract, Section II., Paragraph A., Contract Amount**, is hereby amended to read:

**“A. Contract Amount**

The department shall pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$23,559,294.00 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. **Page 22, Attachment I, Section B.4., Deliverables, Paragraph d.** is hereby added to read as follows:

**“d. Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)**

- 1) The provider must comply with, and incorporate into any subcontract, all requirements related to the federal whistleblower protections specified in Section 1553 of the American Recovery and Reinvestment Act of 2009 (the Recovery Act).
- 2) The provider shall post notice of employees rights and remedies for

whistleblower protections provided under Section 1553 of the American Recovery and Reinvestment Act of 2009 (the Recovery Act).

3) The provider shall include the substance of Section B. subsection 4., d., clause 1) and Section B, subsection 4., d., clause 2) in all subcontracts.”

**III. Page 29, Attachment I, Section C., Method of Payment, Paragraph 1.a.,** is hereby deleted and the following inserted:

“a. This is an advance fixed price, fixed payment contract comprised of Federal sources and a grant of State funds. The Schedule of Funds is the document that identifies the amount of the Federal and grant sources. At the beginning of each fiscal year, the Schedule of Funds will be amended into this contract, and the total contract amount will be adjusted accordingly. The department shall pay the Lead Agency for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$23,559,294.00, subject to the availability of funds. The Schedule of Funds is attached as follows:

Attachment II-A	Fiscal Year 09-10	\$4,881,130.00
Attachment II-B	Fiscal Year 10-11	TBD
Attachment II-C	Fiscal Year 11-12	TBD
Attachment II-D	Fiscal Year 12-13	TBD
Attachment II-E	Fiscal Year 13-14	TBD

<b>Service Unit</b>	<b>Fixed Payment</b>	<b># of Units</b>	<b>Total Amount</b>
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 (11/01/09–04/30/10)	\$400,507.67	6	\$2,403,046.02
One Month of Child Welfare and Related Services (05/01/10–06/30/10)	\$460,785.17	2	\$921,570.34
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

These amounts are subject to increase, via contract amendment, according to the terms specified in paragraph C.11., Renegotiation. The Lead Agency is responsible for documenting Federal earnings and Federal earnings not documented shall be returned to the department. The Lead Agency understands that a number of federal sources are capped and their amount may not be increased and that costs in excess of the funding provided must be paid from either state funds or other outside funding sources. The Lead Agency's annual contract amount may be increased by excess federal earnings in accordance with the provisions of ss. 216.181(11), F.S."

IV. Page 39, Attachment I, Special Provisions, Section D., 18., is hereby added to read as follows:

**"18. Support to the Deaf or Hard-of-Hearing**

a) The provider and its partners, subcontractors, and agents shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504) and the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA).

b) The provider shall, if the provider or any of its partners, subcontractors, or agents employs 15 or more employees, designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA. The name and contact information for the provider's Single-Point-of-Contact shall be furnished to the department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.

c) The provider shall, within 30 days of the effective date of this requirement, contractually require that its partners, subcontractors and agents comply with section 504 and the ADA. A Single-Point-of-Contact shall be required for each partner, subcontractor or agent that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.

d) The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated compliance with Section 504 and the ADA. Further, employees of providers, its partners, subcontractors, and agents with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504 and the ADA. This attestation shall be maintained in the employee's personnel file.

e) The provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately, but not later than March 12, 2010, with respect to current providers (partners, subcontractors, and agents). The approved Notice can be downloaded through the Internet at:

<http://www.def.state.fl.us/admin/ig/civilrights.shtml>.

f) The provider and its partners, subcontractors, and agents shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The provider shall submit Compliance Reports monthly, not later than the 15<sup>th</sup> day of each month, to the department's Grant or Contract Manager. The provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

g) If customers or companions are referred to other agencies, the provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs."

- V. **Page 48, Attachment II-A, CBC Schedule of Funds, FY 2009-10 Use Designation - As of 07/01/2009**, is hereby deleted and revised page 48, Attachment II-A, CBC Schedule of Funds, FY 2009-10 Use Designation – As of 02/15/2010, is inserted in lieu thereof and attached hereto.

WHEREAS, the State of Florida Department of Children and Families has amended the contract as noted above, and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

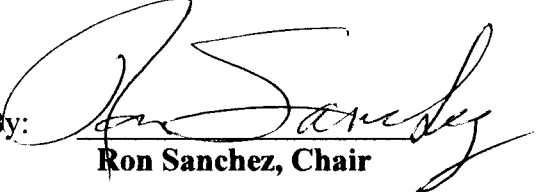
Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms, conditions, provisions and requirements of the 2nd Amendment of the contract between the Florida Department of Children and Families and St. Johns County, Florida, and authorizes the County Administrator to execute the attached Amendment on behalf of St. Johns County.

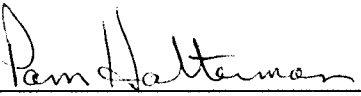
Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this Sixteenth Day of March 2010.

BOARD OF COUNTY  
COMMISSIONERS OF ST. JOHNS  
COUNTY, FLORIDA

By:   
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 3/18/10



**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**

**AND**

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

**THIRD AMENDMENT**

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, and last amended October 8, 2009. The purpose of this amendment is to increase contract amount and update contract language as follows:

- I. Page 5, Standard Contract, Section II., Paragraph A., Contract Amount**, is hereby amended to read:

**“A. Contract Amount**

The department shall pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$23,559,294.00 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. Page 22, Attachment I, Section B.4., Deliverables, Paragraph d.** is hereby added to read as follows:

**“d. Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)**

- 1) The provider must comply with, and incorporate into any subcontract, all requirements related to the federal whistleblower protections specified in Section 1553 of the American Recovery and Reinvestment Act of 2009 (the Recovery Act).
- 2) The provider shall post notice of employees rights and remedies for whistleblower protections provided under Section 1553 of the American Recovery and Reinvestment Act of 2009 (the Recovery Act).
- 3) The provider shall include the substance of Section B. subsection 4., d., clause 1) and Section B, subsection 4., d., clause 2) in all subcontracts.”

III. Page 29, Attachment I, Section C., Method of Payment, Paragraph 1.a., is hereby deleted and the following inserted:

“a. This is an advance fixed price, fixed payment contract comprised of Federal sources and a grant of State funds. The Schedule of Funds is the document that identifies the amount of the Federal and grant sources. At the beginning of each fiscal year, the Schedule of Funds will be amended into this contract, and the total contract amount will be adjusted accordingly. The department shall pay the Lead Agency for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$23,559,294.00, subject to the availability of funds. The Schedule of Funds is attached as follows:

Attachment II-A	Fiscal Year 09-10	\$4,881,130.00
Attachment II-B	Fiscal Year 10-11	TBD
Attachment II-C	Fiscal Year 11-12	TBD
Attachment II-D	Fiscal Year 12-13	TBD
Attachment II-E	Fiscal Year 13-14	TBD

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 (11/01/09-04/30/10)	\$400,507.67	6	\$2,403,046.02
One Month of Child Welfare and Related Services (05/01/10-06/30/10)	\$460,785.17	2	\$921,570.34
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

These amounts are subject to increase, via contract amendment, according to the terms specified in paragraph C.11., Renegotiation. The Lead Agency is responsible for documenting Federal earnings and Federal earnings not documented shall be returned to the department. The Lead Agency understands that a number of federal sources are capped and their amount may not be increased and that costs in excess of the funding

provided must be paid from either state funds or other outside funding sources. The Lead Agency's annual contract amount may be increased by excess federal earnings in accordance with the provisions of ss. 216.181(11), F.S."

IV. **Page 39, Attachment I, Special Provisions, Section D., 18.,** is hereby added to read as follows:

**"18. Support to the Deaf or Hard-of-Hearing**

a) The provider and its partners, subcontractors, and agents shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504) and the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA).

b) The provider shall, if the provider or any of its partners, subcontractors, or agents employs 15 or more employees, designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA. The name and contact information for the provider's Single-Point-of-Contact shall be furnished to the department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.

c) The provider shall, within 30 days of the effective date of this requirement, contractually require that its partners, subcontractors and agents comply with section 504 and the ADA. A Single-Point-of-Contact shall be required for each partner, subcontractor or agent that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.

d) The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated compliance with Section 504 and the ADA. Further, employees of providers, its partners, subcontractors, and agents with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504 and the ADA. This attestation shall be maintained in the employee's personnel file.

e) The provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately, but not later than March 12, 2010, with respect to current providers (partners, subcontractors, and agents). The approved Notice can be downloaded through the Internet at:

<http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>.



f) The provider and its partners, subcontractors, and agents shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The provider shall submit Compliance Reports monthly, not later than the 15<sup>th</sup> day of each month, to the department's Grant or Contract Manager. The provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

g) If customers or companions are referred to other agencies, the provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs."

- V. **Page 48, Attachment II-A, CBC Schedule of Funds, FY 2009-10 Use Designation - As of 07/01/2009**, is hereby deleted and revised page 48, Attachment II-A, CBC Schedule of Funds, FY 2009-10 Use Designation – As of 02/15/2010, is inserted in lieu thereof and attached hereto.

This amendment shall be effective March 12, 2010, 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.

**IN WITNESS THEREOF**, the parties hereto have caused this 5 page amendment to be executed by their undersigned officials as duly authorized.

PROVIDER: St. Johns County Board  
of County Commissioners

Florida Department of  
Children and Families

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print/Type Name: Michael D. Wanchick

Print/Type Name: Reginald Williams

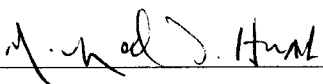
Title: County Administrator

Title: Circuit Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Legally Sufficient:



Deputy County Attorney

Date: \_\_\_\_\_ 3/1/10 \_\_\_\_\_

**Attachment II-A  
CBC Schedule of Funds  
St. Johns County Board of County Commissioners - Contract# NJ204  
FY 2009-10 Use Designation - As of 02/15/2010**

<b>Sections A and B</b>	<b>Other Cost Accumulators</b>	<b>Federal</b>	<b>State</b>	<b>Total</b>
Other Fund Sources	Multiple			3,599,316
<b>Subtotal Sections A and B</b>				<b>3,599,316</b>
<b>Section C</b>				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS PRAIA			643,887
Independent Living Services - Chafee Administration Eligible and Other	CH0AT/CHT0T KRE00/CHF0T	24,935	6,234	31,169
Chafee Road to Independence - Scholarship	CHFSS	22,738	5,684	28,422
Chafee, ETV, Road to Independence	ETVSS/ETV0T	16,335	4,084	20,419
All State Funded Independent Living Services	KRI00/SFAG0 SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT		164,793	164,793
Medicaid Administration	PR005	7,338	7,338	14,676
State Access and Visitation	PRSAV	-	-	-
SSFA Family Preservation	PRE04	68,721		68,721
SSFA Family Support	PRE06	93,987		93,987
SSFA Time Limited Reunification	PRE11	63,666		63,666
SSFA Adoption	PRE12	33,325		33,325
SSFA Community Facilitation IH	PRE13	28,157		28,157
SSFA Community Facilitation OOH	PRE14	24,333		24,333
PI Training	BAT00		-	-
Children's Mental Health CW Wraparound Funding	19MCB		66,259	66,259
Casey Foundation Funding - Foster Care Redesign	PRFCR		-	-
Special Projects	PR89F	-		-
<b>Subtotal Section C</b>				<b>1,281,814</b>
<b>Total All Fund Sources</b>				<b>4,881,130</b>