### AMENDMENT TO CONTRACT FOR SERVICES PROVIDED TO THE COMMUNITY ALTERNATIVES PROGRAM FOR SUBSTANCE ABUSERS FOR ENHANCED SERVICES

This is an Amendment to the November 8, 2006 contract between First Step of Sarasota, Inc. as a fiscal agent and the School Board of Sarasota County, herein referred to as Contractor, for services to be provided by Sarasota County Technical Institute ("SCTI") for the "Sarasota County Government Strategic Initiatives and Opportunities Fund" VIP-ER program.

WHEREAS the County of Sarasota amended the contract with First Step of Sarasota, Inc. as fiscal agent for the VIP--ER program, to provide for "enhanced services" as an amended contract to the contract entered into between First Step of Sarasota Inc. and Sarasota County government on the 26th day of October 2006, for services commencing on October 1, 2006 and ending on September 30, 2007. Said amended contract for the VIP-ER program is attached as "Attachment A" and by reference is incorporated in this contract for enhanced services and, to the extent it relates to services provided by SCTI, is made a part of this contract.

WHEREAS the county government of Sarasota agrees to pay First Step of Sarasota, Inc. as fiscal agent for the VIP-ER program, an additional sum of money, not to exceed \$241,556.00 on a reimbursement basis for actual expenditures incurred for the "enhancement services" provided to the VIP-ER program under the aforesaid contract for services.

WHEREAS the undersigned service provider now agrees to provide services for an extension of the original term of parties' contract

NOW THEREFORE, the undersigned agree to amend the agreement to provide services under the October 2006 to September 30, 2007 contract between the parties. SCTI agrees to provide the following services on a reimbursement basis for actual expenditures incurred and to be paid a total sum, not to exceed \$16,190.00.

### CONDITIONS OF SERVICE TO BE PROVIDED BYCONTRACTOR FOR ENHANCED SERVICES

- 1) Contractor agrees to the terms of the contract entered into in between First Step and the Board of County commissioners, Attachment A, as though the contractor had signed the agreement for services themselves, as it applies to the services it will provide.
- 2) The contractor represents that they will comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 Pt. 104-191, 45 CFR parts 160 and 164, as it may be amended, which protects the privacy and security of Protected Health Information and will sign a Business Associates Agreement, assuring compliance.

3) Standards of performance shall be governed by the "Sarasota County Government Strategic Initiatives and Opportunities Fund Contract Amendment."

#### TERM OF CONTRACT

This amendment shall extend the term of the original contract so that it shall now end on September 30, 2007

### TERMINATION OF CONTRACT

This contract may be terminated by First Step of Sarasota, Inc. or the Contractor upon no less than thirty (30) days notice, with or without cause; the notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of termination, only the percentage of satisfactory progress actually achieved to date of termination will be due and payable to the contractor.

# TERMINATION FOR BREACH

If a breach of this contract or the terms of the contract attached as Attachment A occurs by the contractor, then First Step of Sarasota, Inc. may, by written notice to the contractor, terminate this contract upon only four hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

### INDEPENDENT CONTRACTOR STATUS

In the contractor's performance of its duties and responsibilities under this contract, it is mutually understood and agreed that the contractor is, at all times, acting and performing as an independent contractor. Standards of performance by the contractor shall be governed by the "Sarasota County Government Strategic Initiatives and Opportunities Fund Contract Amendment" entered into by the contractor.

# METHOD OF PAYMNET TO CONTRACTOR

First Step of Sarasota, Inc. shall reimburse the Contractor for actual expenditures incurred for the performance of enhancement services from the date the enhanced services were first commenced through the 30<sup>th</sup> day of September, 2007. The Contractor shall be reimbursed on a monthly basis, at the end of each month of services. Enhanced services which were provided by the Contractor, for which the Contractor has not been compensated for, subsequent to October 1, 2006 and prior to entering into this amendment, and future services shall be paid to the Contractor upon submission of a properly completed invoice. The invoice must include a general statement of enhanced services represented on the invoice.

The total amount of payment for enhanced services shall not exceed \$16,190.00, based upon 12 months of service. The Contractor shall be reimbursed for the following enhancement services in an amount not to exceed the following amounts:

- i) Workforce Readiness Classes for a total sum not to exceed \$15,860.00 for 12 months of service.
- ii) Work books for a total sum not to exceed \$330.00 for 12 months of service.

The contractor shall be paid on a monthly basis for enhanced services as identified in "Attachment B". The contractor shall request reimbursement on a monthly basis through submission of a properly completed invoice. The invoice must include a general statement of services being provided. Supporting documentation must be included detailing the charges represented on the invoice.

#### SERVICES TO BE PROVIDED BY THE CONTRACTOR TO THE PROGRAM

The Contractor shall provide the scope of services to the program as described in attachment B.

CONTRACTOR:

FIRST STEP OF SARASOTA INC.

By:\_\_\_\_\_

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:

Approved for Legal Content July 19, 2007, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: <u>ASH</u>\_\_\_\_\_ Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

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

# ATTACHMENT B SCOPE OF SERVICE

Contractual Services: Enhancement services to be provided by SCTI

Services provided will consist of the following:

- 1. Workforce readiness classes not to exceed the total sum of \$15,860.00.
- 2. Workbooks not to exceed the total sum of \$330.00.

Outcome data is required to be provided as noted below:

Performance Measure	Indicator/Targets	Method of Data Collection and Responsible Party
Participants will attend Workforce Readiness classes.	75% of participants will enter and complete Workforce Readiness classes	SCTI - yes/no answer grid – Due 5 days after end of class.
VIP-ER graduates who consent will be involved in vocational activities (jobs, supported employment, job training, or education) after discharge.	<ul> <li>80% of VIP-ER graduates</li> <li>who consent will be involved in vocational activities (jobs, supported employment, job training, or education) 3</li> <li>months following discharge.</li> <li>80% of VIP-ER graduates</li> <li>who consent will be involved in vocational activities (jobs, supported employment, job training, or education) 6</li> <li>months following discharge.</li> <li>80% of VIP-ER graduates</li> <li>who consent will be involved in vocational activities (jobs, supported employment, job training, or education) 6</li> <li>months following discharge.</li> <li>80% of VIP-ER graduates</li> <li>who consent will be involved in vocational activities (jobs, supported employment, job training, or education) 12</li> <li>months following discharge.</li> </ul>	SCTI - with David Sutton - yes/no answer grid – Due 5 days after end of class.