

**STATE OF FLORIDA**  
**DEPARTMENT OF CHILDREN AND FAMILIES**  
**AND**  
**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**  
**THIRTEENTH AMENDMENT**

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

The department wishes to amend contract number DJ992 entered into between said parties on March 1, 2004 for the period March 1, 2004 through February 28, 2009 and last amended on March 1, 2007. The purpose of this amendment is to replace Attachment II-C to adjust funding, and make technical changes as follows:

**I. Standard Contract, Section I., Paragraph C.2.d., under Governing Law** is hereby amended to read:

"d. That unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department."

**II. Standard Contract, Section I., Paragraph D.3., under Audits, Inspections, Investigations, Records and Retention,** is hereby amended to read:

"3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section I, Paragraph D. 2."

**III. Standard Contract, Section I., Paragraph F., Indemnification,** is hereby amended to read:

**"F. Indemnification**

1. Except to the extent permitted by section 768.28, F.S. or other Florida Law, Paragraph F, is not applicable to contracts executed between the department and state agencies or subdivisions defined in subsection 768.28(2), F.S.

2. That to the extent permitted by Florida Law, the provider shall indemnify, save, defend, and hold the department harmless from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the provider is not required

to indemnify the department for claims, demands, actions or causes of action arising solely out of the department's negligence."

**IV. Standard Contract, Section I., Paragraph G., Insurance, is hereby amended to read:**

**"G. Insurance**

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract."

**V. Standard Contract, Section I., Paragraphs I.3., and I.4., under Assignments and Subcontracts, are hereby amended to read:**

"3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. That the State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department."

**VI. Standard Contract, Section I., Paragraph J., Return of Funds, is hereby amended to read:**

**"J. Return of Funds**

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an

overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.”

**VII. Standard Contract, Section I., Paragraph L.1., under Purchasing, is hereby amended to read:**

**“L. Purchasing**

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.”

**VIII. Standard Contract, Section I., Paragraphs M.1., and M.2., under Civil Rights Requirements, are hereby amended to read:**

**“M. Civil Rights Requirements**

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex in accordance with Title VII of the Civil Rights Act of 1964. The provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with any of its programs and activities are not discriminating against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex in accordance with 45 CFR Parts 80, 83, 84, and 90. This is required for all contracted service providers that have one (1) or more clients.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16 and 45 CFR Part 80. This is required for all providers that have fifteen (15) or more employees.”

**IX. Standard Contract, Section I., Paragraph O., Sponsorship, is hereby amended to read:**

**“O. Sponsorship**

As required by section 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (provider’s name) and the State of Florida, Department of Children and Families.” If the sponsorship reference is in written material, the words “State of Florida, Department of Children and Families” shall appear in at least the same size letters or type as the name of the organization.”

X. Page 26, Attachment I, Section C., Paragraph 1.a., Method of Payment, line 15, which reads "Attachment II-C FY 06-07 \$2,633,426.00", is hereby amended to read:

"Attachment II-C FY06-07 \$2,721,708.00"

XI. Page 26, Attachment I, Section C., Method of Payment, paragraph 1.a., the table at the end of this paragraph is hereby deleted and the following table is inserted in lieu thereof:

| Service Unit   | Fixed Payment | # of Units | Total Amount |
|--|---------------|------------|--------------|
| Three Months of Service (Cost Reimbursement Method of Payment- 7/1/06-9/30/06) | NA            | NA         | \$642,576.00 |
| One Month of Child Welfare and Related Services (10/01/06 – 10/31/06)          | \$234,441.00  | 1          | \$234,441.00 |
| One Month of Child Welfare and Related Services (11/01/06 - 02/28/07)          | \$219,254.50  | 4          | \$877,018.00 |
| One Month of Child Welfare and Related Services (03/01/07 - 05/31/07)          | \$219, 847.75 | 3          | \$659,543.25 |
| One Month of Child Welfare and Related Services (06/01/07 - 06/30/07).         | 308,129.75    | 1          | 308,129.75   |
| One Month of Child Welfare and Related Services(07/01/07 - 06/30/08)           | TBD           | 12         | TBD          |
| One Month of Child Welfare and Related Services (07/01/08 - 02/28/09)          | TBD           | 8          | TBD          |

XII. Page 54, Attachment II-C (CBC Schedule of Funds, revised March 1, 2007), is hereby deleted and revised page 54, Attachment II-C (CBC Schedule of Funds, revised March 24, 2007) is inserted in lieu thereof and attached hereto.

XIII. Page 56-C, Attachment II-G (CBC Invoice, revised March 1, 2007), is hereby deleted and corrected page 56-C, Attachment II-G (CBC Invoice, revised March 1, 2007) is inserted in lieu thereof and attached hereto.

This amendment shall begin on April 23, 2007, or the date on which the amendment has been 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 with this amendment.

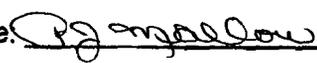
All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this 7 page amendment to be executed by their officials thereunto duly authorized.

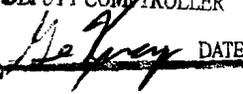
PROVIDER: Nassau County Board of  
County Commissioners

FLORIDA DEPARTMENT OF  
CHILDREN AND FAMILIES

Signature:  Signature:   
Print/Type Name: Jim B. Higginbotham Print/Type Name: Nancy Dreicer  
Title: Chairman, Board of County Commissioners Title: District Administrator  
Date: May 14, 2007 Date: 5/24/07

Signature:   
Print/Type Name: John A. Crawford  
Title: EX-Officio Clerk  
Date: May 14, 2007

Signature:   
Print/Type Name: David Hallman  
Title: County Attorney  
Date: May 14, 2007

REVIEWED BY GENE KNAGA  
DEPUTY COMPTROLLER  
 DATE 5/24/07

**Attachment II-C  
 CBC Schedule of Funds  
 Nassau County Board of County Commissioners - Contract# DJ992  
 FY 2006-07 Use Designation**

| <b>Sections A and B</b>   | <b>Federal</b> | <b>State</b> | <b>Total</b>     |
|---|----------------|--------------|------------------|
| Title IV-E Adoption Assistance Administration (1)               | 50,930         |              | 50,930           |
| Title IV-E Foster Care (1)                                      | 136,084        |              | 136,084          |
| Other Fund Sources  |                |              | 1,955,342        |
| <b>Subtotal Sections A and B</b>                                |                |              | <b>2,142,356</b> |
| <b>Section C</b>  |                |              |                  |
| Maintenance Adoption Subsidies - Title IV-E                     | 185,220        | 129,256      | 314,476          |
| Maintenance Adoption Subsidies - Other                          |                |              | 94,660           |
| Independent Living Services - Chafee Administration (2)         | 14,763         | 3,690        | 18,453           |
| Chafee Education and Training Voucher Program                   | 12,553         | 3,138        | 15,691           |
| Chafee Room and Board   | 3,328          | 832          | 4,160            |
| Chafee Road to Independence Program - Scholarship and Other (3) | 4,019          | 1,005        | 5,024            |
| All State Funded Independent Living Services                    |                | 45,900       | 45,900           |
| Medicaid Administration   | 2,428          | 2,428        | 4,856            |
| State Access and Visitation                                     | -              |              | -                |
| SSFA Family Preservation (4)                                    | 16,645         |              | 16,645           |
| SSFA Family Support (4)   | 15,865         |              | 15,865           |
| SSFA Time Limited Reunification (4)                             | 16,948         |              | 16,948           |
| SSFA Adoption (4)   | 19,112         |              | 19,112           |
| SSFA Community Facilitation IH (4)                              | 3,872          |              | 3,872            |
| SSFA Community Facilitation OOH (4)                             | 3,690          |              | 3,690            |
| PI Training   | -              | -            | -                |
| Manatee Pilot Project   |                | -            | -                |
| Manatee Pilot Project - IV-E                                    | -              |              | -                |
| Manatee Pilot Project - TANF                                    | -              |              | -                |
| Manatee Pilot Project - Medicaid Administration                 | -              | -            | -                |
| Legislatively Mandated Special Projects                         | -              | -            | -                |
| <b>Subtotal Section C</b>                                       |                |              | <b>579,352</b>   |
| <b>Total All Fund Sources</b>                                   |                |              | <b>2,721,708</b> |

(1) - The CBC lead agency must return any unearned funds for the Federal portion of Title IV-E Adoption Assistance Administration, Title IV-E Foster Care, and all items in Section C. For the purposes of calculating the amount due back to DCF, Title IV-E Foster Care, Title IV-E Adoption Assistance and Medicaid Administration are combined.

(2) - Amounts overspent in Chafee Administration may be offset by amounts under spent in Chafee Room and Board and Chafee Scholarship.

(3) - Amounts overspent in Chafee Scholarship and Other may be offset by amounts under spent in Chafee Room and Board.

(4) - Any amounts under spent in SSFA - Community Facilitation may be used to cover amounts overspent in other SSFA categories.

**Attachment II-G**  
**Nassau County Board of County Commissioners**  
**for month of \_\_\_\_\_**  
**CBC Invoice**

| <b>Section A</b>   | <b>OCA</b> | <b>Monthly Invoice Amount</b> |
|--|------------|-------------------------------|
| Dependency Case Management                                     | DCM00      |                               |
| Adoption Services  | AS000      |                               |
| Prevention Services for Families Currently Not Dependent       | PVS00      |                               |
| Other Client Services - In Home                                | CS0IH      |                               |
| Other Client Services - Out of Home                            | CS0OH      |                               |
| Other Client Services - Adoption                               | CS0AS      |                               |
| Training - Pre-Services and In-Service                         | TRPIS      |                               |
| Training - Foster and Adoptive Parent                          | TRFCA      |                               |
| Other Services   | PR024      |                               |
| <b>Subtotal Section A</b>                                      |            |                               |
| <b>Section B</b>   |            |                               |
| Licensed Care - Foster Homes                                   | LCFH0      |                               |
| Licensed Care - Residential Group Homes/Emergency Shelters     | LCRGE      |                               |
| Licensed Care - Other  | LC0TH      |                               |
| <b>Subtotal Section B</b>                                      |            | -                             |
| <b>Subtotal Section A and B</b>                                |            | 0                             |
| <b>Section C</b>   |            |                               |
| <b>Title IV-E Adoption Assistance</b>                          |            |                               |
| Non-Recurring Adoption Expenses                                | MP000      |                               |
| Maintenance Adoption Subsidies - Title IV-E                    | WR001      |                               |
| <b>Maintenance Adoption Subsidies - TANF</b>                   | 39MAS      |                               |
| <b>Maintenance Adoption Subsidies - Other</b>                  | WO006      |                               |
| <b>Chafee Admin and Other (Inc 20% match)</b>                  |            |                               |
| Independent Living Services - Chafee Administration Eligible   | KRE00      |                               |
| Chafee Road to Independence Program - Other                    | CHF0T      |                               |
| Chafee Road to Independence Program - Other - Transitional     | CHT0T      |                               |
| Chafee Road to Independence Program - Other - Aftercare        | CHOAT      |                               |
| <b>Chafee ETV (Inc 20% match)</b>                              |            |                               |
| Chafee Education and Training Voucher Program - Scholarship    | ETVSS      |                               |
| Chafee Education and Training Voucher Program - Transitional   | ETV0T      |                               |
| <b>Chafee Room and Board (Inc 20% match)</b>                   |            |                               |
| Chafee Room and Board - Transitional                           | CHTRB      |                               |
| Chafee Room and Board - Aftercare                              | CHRBA      |                               |
| <b>Chafee Road to Independence Program - Scholarship</b>       | CHFSS      |                               |
| <b>Chafee State Funded</b>                                     |            |                               |
| Independent Living Services - Chafee Administration Ineligible | KRI00      |                               |
| Chafee - State Funded SIL                                      | SFSIL      |                               |
| Chafee - State Funded Scholarships                             | SFOSS      |                               |
| Chafee - State Funded - Transitional Room and Board            | SFTRB      |                               |
| Chafee - State Funded - Transitional Other                     | SFT0T      |                               |
| Chafee - State Funded Aftercare - Room and Board               | SFSRA      |                               |
| Chafee - State Funded Aftercare - Other                        | SF0AT      |                               |
| <b>Medicaid Administration</b>                                 | PR005      |                               |
| <b>State Access and Visitation</b>                             | PRSAV      |                               |
| <b>SSFA Family Preservation</b>                                | PRE04      |                               |
| <b>SSFA Family Support</b>                                     | PRE06      |                               |
| <b>SSFA Time Limited Reunification</b>                         | PRE11      |                               |
| <b>SSFA Adoption</b>   | PRE12      |                               |
| <b>SSFA Community Facilitation IH</b>                          | PRE13      |                               |
| <b>SSFA Community Facilitation OOH</b>                         | PRE14      |                               |
| <b>PI Training</b>   | BAT00      |                               |
| <b>Special Project</b>   |            |                               |
| <b>SACWIS Related</b>  | FSF01      |                               |
| <b>Subtotal Section C</b>                                      |            | -                             |
| <b>Total Invoice</b>   |            | -                             |