

CS-21-203

**DEPARTMENT OF JUVENILE JUSTICE
FIRST CONTRACT AMENDMENT
FOR
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

The purpose of this Amendment is to add and remove language in the Community At-Risk Youth Referral and Admission/Discharge language; update the Staff Training language; updated the Provider Contract Manager information; update the Department's Contract Manager information; update the Reports table; update the federal law language to include verification of employment status in accordance with Executive Order Number 11-02; update the Default language; update the MyFloridaMarketPlace transaction fee percentage; add the Suspended Vendor List language; add the Antitrust Violator Vendor List language; and update the Bureau of Information Technology language. These changes are made pursuant to section III., B., 4., Options, of this Contract. This Amendment has no fiscal impact.

THIS AMENDMENT, entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE**, ("Department") and **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** ("Provider"), amends the above-referenced Contract by deleting, as indicated by "~~strikethrough~~" or reference and adding, as indicated by "underscore" or reference the section(s) below:

REFERENCE: Page 2, Section II., B., Federal Law

UPDATE:

4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of Part 274aA(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. The Provider shall verify the employment eligibility of provider employees through The United States Department of Homeland Security's E-Verify system as stipulated in the "The E-Verify Program for Employment Verification" Memorandum of Understanding and other applicable guidelines of the U.S. Department of Homeland Security. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.

REFERENCE: Pages 5-6, Section V., C., Default

UPDATE:

The Department may terminate this Contract in whole or in part, for default, pursuant to the provisions of ~~Rule 60A-1.006(3), Florida Administrative Code 287.1351, F.S.~~, upon written notice to the Provider. If applicable, the Department may employ the default provisions in ~~Rule 60A-1.006(3) and (4), Florida Administrative Code 287.1351, F.S.~~ Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost).

REFERENCE: Page 6, Section VI., Financial Transaction, Audit, and Reporting Requirements

UPDATE:

The Department has determined that this is a Subrecipient Contract. Subrecipients of state or federal financial assistance are exempt from the ~~seven tenths of one percent (0.7%)~~ one percent (1.0%) MFMP transaction fee per F.A.C. rule.

REFERENCE: Pages 9-14, Section VIII., General Terms and Conditions

UPDATE:

- I. Suspended Vendor List
A Vendor, person, or entity who has been placed on the Florida Suspended Vendor List may not be awarded or renew a contract with the Department pursuant to section 287.1351.
- J. Antitrust Violator Vendor List

In accordance with section 287.137, F.S. a person or an affiliate who has been placed on the Florida Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity and may not transact business with any public entity.

K. Copyrights and Right to Data

1. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so.
2. If the materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the State. Ownership of intellectual property created as a result of the services delivered under this Contract will reside with the Department.

JL. Assignments and Subcontracts

1. The Provider shall not assign responsibility of this Contract to another party, subcontract for any of the work contemplated under this Contract, or transfer program services to another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Department may monitor the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this Contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's review of subcontractor agreement(s) associated with this Contract award does not relieve the Provider of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.
2. For services under this Contract authorized by the Department to be subcontracted, a signed copy of any subcontract for direct services shall be provided to the Department's Contract Manager prior to the delivery of services to Department youth and payment to the subcontractor. The Provider shall ensure all payments to subcontractors are made within seven business days of receipt of payment from the Department, pursuant to subsection 287.0585(1), F.S.

KM. Sponsorship

If the Provider is a non-governmental organization which sponsors a program financed partially 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 Nassau County Board of County Commissioners and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.

- LN. Products Available from Blind or Other Severely Handicapped Central Non-Profit Agency (RESPECT)
It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to eChapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S. For purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.
https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/respect/respect
- MO. Force Majeure
Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, labor disputes, epidemics, pandemics, or officially declared emergencies. However, acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, labor disputes, epidemics, pandemics, or officially declared emergencies do not relieve the Provider from its responsibility under this Contract, for the health, safety and welfare for the youth assigned to it by the Department.
- NP. Insurance
Without waiving its right to sovereign immunity as provided in section 768.28, F.S., the Provider, a PUBLIC ENTITY, acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in section 768.28, F.S.
1. The Provider, a PUBLIC ENTITY, agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with eChapter 440, F.S.
 2. Upon request, the Provider, a PUBLIC ENTITY, shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the Department agrees to find acceptable for the coverage mentioned above.
 3. The Department's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the Provider, a PUBLIC ENTITY, of its liability and obligations under this Contract.
- OQ. Suspension of Work
The Department may, in its sole discretion, suspend any or all activities under this Contract, at any time, when in the interests of the State to do so. The Department shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, or a declaration of emergency. After receiving a suspension notice, the Provider shall immediately comply with the notice. Within ninety (90) days, or any longer period agreed to by the Provider, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate this Contract. The Provider will not receive compensation during the suspension period for the services that are under suspension.

PR. Inspector General Requirements

1. Investigation

Pursuant to section 20.055, F.S., the Office of the Inspector General is responsible for providing direction for supervision and coordination of audits, investigations, and reviews relating to the programs and activities operated by or financed by the Department for the purpose of promoting economy and efficiency, and shall conduct investigations designed to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and other abuses in its programs and activities. The Inspector General and staff shall have access to any records, data, and other information maintained by the Department or Provider as deemed necessary to carry out the aforementioned activities. The Provider shall ensure that all Provider staff, and its subcontractors, fully cooperate with the Office of the Inspector General staff and/or other Department staff conducting any audit, investigation, inspection, review, or hearing pursuant to this section.

2. Incident Reporting

Pursuant to Rule 63F-11.001-006, F.A.C., Central Communications Center (CCC), the Provider shall comply with all Department incident reporting requirements as outlined in the Department's incident reporting policy and procedure (FDJJ-2020 and 2020P, Revised 4/20/16). The Provider shall develop an internal numbering process for all incident reports to ensure that all reports are present and maintained in accordance with Department policy, including implementation of a written Arrest Reporting procedure requiring all owners, operators, directors, caretaker/direct contact staff, and subcontracted staff, who have been arrested for any criminal offense to make a report of their arrest, either written or oral, to their immediate supervisor and the CCC within two hours (pending availability/release from jail) per the CCC Rule that requires the arrested staff member to report the arrest to the CCC within two hours pending availability/release from jail.

3. Background Screening

The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers. The Provider shall comply with the requirements for background screening pursuant to Chapters 39, 435, 984 and 985, F.S. and the Department's background screening policy (FDJJ 1800, Revised 1/30/18). Failure to comply with the Department's background screening requirements may result in termination of this Contract.

QS. Quality Improvement Standards

1. The Department will evaluate the Provider's program, in accordance with section 985.632, F.S., to determine if the Provider is meeting minimum thresholds of performance pursuant to the Department's Quality Improvement standards.

2. A Provider failing a Quality Improvement Review shall cause the Department to conduct a second Quality Improvement Review within six months. Failure of the second Quality Improvement Review shall cause the Department to terminate the Provider's Contract, unless the Department determines there are documented significant extenuating circumstances. In addition, if the Provider's Contract is terminated, the Department may not contract with the same Provider for the terminated service for a period of twelve (12) months.

3. Quality Improvement Reviews shall be based only on current and future standards assessing compliance with this Contract, local, state, and federal laws, rules, regulations and codes, as well as Department policies and procedures upon full execution of this Contract. After execution, any changes or modifications to the terms and conditions of this Contract shall be negotiated between the Department and the Provider and documented in writing through the execution of a contract amendment.
4. The Provider may ensure a minimum of one staff member per contract participates in an on-site Quality Improvement Review in another judicial circuit on an annual (calendar year) basis. The Provider shall ensure all staff participating in Quality Improvement Reviews are at the management or supervisory level, have a minimum of a bachelor's degree unless a waiver request has been submitted and approved by the Department, and have completed the Department's Quality Improvement Peer Reviewer Certification Training Program. Participation in the training and the review shall be at the Provider's expense.
5. The results of Quality Improvement Reviews and final scores do not relieve the Provider of its responsibility for compliance with the provisions in this Contract.

RT. Monitoring

The Department will conduct periodic unannounced and/or announced programmatic and administrative monitoring to assess the Provider's compliance with this Contract and applicable federal and state laws, rules and Department policies and procedures in accordance with FDJJ Policy 2000 (Revised 1/31/19). The Provider shall permit persons duly authorized by the Department to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Provider that are relevant to this Contract, and interview individuals receiving services and employees of the Provider under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Provider a list of its findings, including deficiencies regarding the manner in which said goods or services are provided. The Provider shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the Department's Monitoring Report. The Provider's failure to correct these deficiencies within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

SU. Financial Consequences

1. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with FDJJ Policy 2000 (Revised 01/31/19) for the following:
 - a. failure to submit a Corrective Action Plan (CAP) within the specified time frame(s);
 - b. failure to implement the CAP within the specified time frame(s); and/or
 - c. upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within specified time frames.
2. The Provider expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
 - *Total contracted slots/youth X per diem rate X 2.0% = Financial Consequence. Imposition of consequences shall be per deficiency per day.*

3. Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Department's Contract Manager shall deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.
4. If the Provider has a grievance concerning the imposition of financial consequences for noncompliance, the Provider shall follow the dispute process outlined in this Contract, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).

TV. Confidentiality

1. Pursuant to section 985.04, F.S., all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of this Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep any confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. The Provider shall take appropriate steps to ensure its personnel, agents, and subcontractors protect confidentiality. The warranties shall remain in effect after Contract termination.
2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective November 20, 2014), if applicable under this Contract.

UW. Dispute Resolution

Any dispute concerning compliance and/or performance of this Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy to the Provider. Any dispute that cannot be resolved shall be reduced to writing and delivered to the Department's Assistant Secretary or designee of the relevant program area for resolution.

VX. Severability

If a court deems any provision of this Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

WY. Certification Regarding Active Exclusion

The Provider, by execution of this Contract, certifies that neither it nor its principals is presently assigned an active exclusion with the Federal System for Award Management (SAM). Exclusions can be found at: <https://www.sam.gov/SAM/>. The Provider shall notify the Department if, at any time during this Contract, it or its principals are assigned an active exclusion.

XZ. Return of Property Purchased Under this Contract

All property purchased by the Provider utilizing Contract funds is the Property of the State and shall be returned to the Department upon expiration of this Contract. The property shall be returned in a condition which allows for re-use of equipment. The Department shall make and approve in writing the determination regarding the surplus of State-owned property. The Provider shall maintain property to protect against theft and/or damage. The Provider may not be reimbursed for property purchased unless specifically allowed by this Contract.

YAA. Information Technology (IT) Security

In accordance with Rule ~~74-2.001~~ 60GG-2.001 through ~~74-2.006~~ 60GG-2.006 F.A.C., external partners employed by the Department or acting on behalf of the Department, including other governmental entities, third parties, contractors, vendors, suppliers and partners, shall comply with all applicable security policies, procedures and processes, and employ adequate security measures to protect the Department's information, applications, data, resources, and services. When applicable, as determined by the Department's Bureau of Information Technology, network connection agreements for third-party network connections shall be submitted to the Department for approval prior to connection to the Department's internal network.

ZAB. Information Resource Request

All Department Contract Providers must receive written approval from the Department prior to purchasing any Information Technology (IT) Resource used in the performance of contractual obligations under this Contract. IT Resources are defined in Department Procedure FDJJ – 1205.01P (Revised 6/6/17), titled Information Technology Resource Management Procedures and is located on the Department's website at:

<http://www.djj.state.fl.us/partners/policies-resources/department-policies>.

The Provider agrees to secure prior written approval by means of a Department Information Resource Request (IRR) form before the purchase of any IT Resource. The Department's Contract Manager is responsible for serving as the liaison between the Provider and the Department's Bureau of Information Technology during the completion of the IRR process. The use of Contract funds for the purchase of IT Resource components must be approved by the Department's Contract Manager as appropriate and allowable under the terms of this Contract. The Provider will not be compensated for any IT Resource purchases made prior to obtaining the Department's written approval.

AAAC. Data Input into Department's Systems

The Provider is required to input data into the Department's Program Monitoring & Management (PMM) System and Staff Verification System (SVS) computer applications during the term of this Contract.

REFERENCE:

Page 17, Attachment I, Section II., C., 1., Community At-Risk Youth Referral and Admission/Discharge

UPDATE:

- a. Youth shall be referred by the Nassau County Court. Referrals shall be hand-delivered or emailed to the Provider.
- b. The Department shall resolve all disputes regarding the eligibility of community at-risk youth to participate in the program. The Provider shall

contact the Department's Contract Manager prior to the admission of youth whose eligibility is in dispute.

- ~~c. The Provider shall complete the intake process and Prevention Web data entry requirement on each newly referred and admitted community at-risk youth within three business days of the youth's admission to the Program.~~
- ~~d. All youth must have the Prevention Assessment Tool (PAT) completed and entered into the JJIS Prevention Web within seven calendar days of their admission to the Program.~~
- ~~e. Youth should be released from JJIS within seven calendar days of their release from services.~~

**REFERENCE:
UPDATE**

Pages 21-22, Attachment I, Section III., B., 3., Staff Training

- a. All Provider staff, with the exception of Sworn Law Enforcement Officers, under this Contract are considered Direct Care Staff and therefore subject to the training for Non-Residential staff set forth in 63H-2, F.A.C.; however, mentors and tutors are exempt from the Protective Action Response (PAR) and Cardiopulmonary Resuscitation (CPR) trainings, as specified below.
- b. The Department's Office of Staff Development and Training (SD&T) has determined the Nassau County Sheriff's Office's standard training for Law Enforcement Officers meets the above requirements, ~~with the exception of Professionalism and Ethics and Suicide Prevention Training. These two classes must be completed prior to contact with Department youth.~~
- c. Prior to any contact with youth, the Provider's staff must first complete, at a minimum, the following essential skills training:
 - 1) PAR trained; thirty-two (32) hours/DJJ Instructor led (waived for LEOs, mentors and tutors);
 - 2) CPR/First aid certified; four hours/DJJ Instructor led (waived for LEOs, mentors and tutors);
 - 3) Professionalism and ethics training; (available online through the Department's Learning Management System [LMS]) (waived for LEOs);
 - 4) Suicide prevention training (available in LMS); (waived for LEOs); and,
 - 5) Emergency procedures training (available in LMS) (waived for LEOs).

The above training shall be coordinated through the Department's Contract Manager.

- d. The Provider must ensure that all required training, per 63H-2, F.A.C., is completed, except as otherwise stated herein.
- e. In addition to all Direct Care Training requirements set forth above, the Provider shall ensure staff is trained in the following training topics:
 - 1) Critical Incident Reporting Requirements – This training can be provided by the Department's Probation Program Operations staff.
 - 2) JJIS Training for a minimum of two staff entering data into the JJIS. The Department will provide training.
 - 3) Motivational Interviewing Training for a minimum of two staff conducting Prevention Assessment Tool interviews. The Department will provide training.
 - 4) Prevention Assessment Tool (PAT) Training for a minimum of two staff completing the PAT. The Department will provide training.

The Department will coordinate all training to be provided by the Department. The Department may also assist in locating other training opportunities.

- f. The Provider is responsible for all training costs associated with the this Contract. Any training to be provided by the Department or on-line in the

LMS is available at no cost to the Department and shall be coordinated with the Department's Contract Manager.

- g. All staff delivering services to Department youth shall have in his/her personnel file, which is maintained by the Provider, documentation demonstrating successful completion of Department-required training, and the minimum education and professional qualifications for the applicable position. Documentation of the completion of minimum training topics, with the number of hours earned, shall be maintained in each employee's personnel file and updated on a yearly basis. Copies shall be provided upon request of the Department's Contract Manager or Monitor.

REFERENCE: Page 23, Attachment I, Section V., Reporting (Contract Manager table)
UPDATE:

Provider	Department
Michael Mullin Denise C. May	Sharicka Green Princilla Brown-Jefferson
96135 Nassau Place, Suite 2 Yulee, Florida 32097	2737 Centerview Drive Tallahassee, FL Florida 32399
Telephone: (904) 530-6010 Telephone: (904) 530-6100	Telephone: 850-717-2727 Telephone: (850) 717-2625
Email: mmullin@nassaucountyfl.com Email: dmay@nassaucountyfl.com	Email: Sharicka.Green@djj.state.fl.us Email: Princilla.Brown-Jefferson@fldjj.gov

REFERENCE: Pages 25-26, Attachment I, Section V., B., Reports (Table)
UPDATE:

REPORT LIST	FREQUENCY	DUE DATE	DUE TO DEPARTMENT
Invoice	Monthly	Within 30 calendar days following the end of the month for which services were rendered.	Contract Manager
Youth Census Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
<u>SWEAT Projects Report</u>	<u>Monthly with Invoice</u>	<u>To be submitted with the invoice</u>	<u>Contract Manager</u>
<u>Mentoring and Tutoring Sign-In Logs</u>	<u>Monthly with Invoice</u>	<u>10th business day of the following reporting month (with invoice)</u>	<u>Contract Manager</u>
Proof of Insurance Coverage	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontract(s)	Prior to the delivery of services	Prior to the delivery of services	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and annually at renewal thereafter	Contract Manager

Staff Hire Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
Staff Vacancy Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
MBE Utilization Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
COOP	Annually	Prior to the delivery of services and February 1 st (annually)	Contract Manager
<u>Staff Training Plan</u>	Prior to the execution of this Contract; annually	Prior to the execution of this Contract and by January 31 st (annually)	Contract Manager
<u>Ad Hoc Reports</u>	<u>Upon Request</u>	<u>As Requested by the Department's Contract Manager or Designee</u>	<u>Contract Manager</u>
Youth Monthly Progress Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
Youth Services Received Report	Quarterly	To be submitted with the monthly invoice.	Contract Manager
Youth Discharge Form	Monthly	To be submitted with the monthly invoice.	Contract Manager
Monthly Revenue and Costs Report	Monthly	Within thirty (30) calendar days following the end of the month in which services were rendered	Contract Manager
State of Florida, EO 20-44 Annual Report	Annually, Upon Request	As Requested by the Department's Contract Manager or Designee	Contract Manager

This Amendment shall become effective upon full execution. All terms and conditions of said original Contract and any attachments and amendments thereto shall remain in full force and effect for this Amendment. Any provisions of said original Contract and any supplements and amendments thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment. This Amendment is hereby made a part of the Contract.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, the day and year last written below.

PROVIDER
NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: Jeff Gray

SIGNED BY: Timothy Niermann

NAME: Jeff Gray

NAME: TIMOTHY NIERMANN

TITLE: Vice-Chairman

TITLE: DEPUTY SECRETARY

DATE: April 11, 2022

DATE: _____

VENDOR NUMBER: 59-1863042

THIS AMENDMENT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

CONTRACT CONTENT ACKNOWLEDGMENT

This document serves as acknowledgement that either (1) the contract document forwarded for signature has not been modified or altered in any manner or (2) you have issues or concerns with the document that you wish for the Department to consider. Please mark the section below that applies and return it (if applicable) with the executed contract documents. Please note that if this section is not completed and returned to the Contract Administrator, the returned contract will be discarded with the exception of the signature page, and the Department's original contract document will be substituted. Also, contracts that are the result of a competitive procurement may not have material terms changed, modified or altered.

PLEASE INDICATE WHICH SECTION APPLIES:

 X The attached document has been executed by the named Provider and no changes, material or otherwise, to the contract have been made.

 The attached document has not been executed by the named Provider. The named Provider has issues or concerns in the following sections and pages of the document for Department review and consideration:

Contract # 10717 Amendment # 1

I hereby acknowledge that the information above is true and correct.

PROVIDER: _____
SIGNED BY: Jeff Gray
NAME: Jeff Gray
TITLE: Vice Chairman
DATE: April 11, 2022

**DEPARTMENT OF JUVENILE JUSTICE
FIRST CONTRACT AMENDMENT
FOR
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

The purpose of this Amendment is to add and remove language in the Community At-Risk Youth Referral and Admission/Discharge language; update the Staff Training language; updated the Provider Contract Manager information; update the Department's Contract Manager information; update the Reports table; update the federal law language to include verification of employment status in accordance with Executive Order Number 11-02; update the Default language; update the MyFloridaMarketPlace transaction fee percentage; add the Suspended Vendor List language; add the Antitrust Violator Vendor List language; and update the Bureau of Information Technology language. These changes are made pursuant to section III., B., 4., Options, of this Contract. This Amendment has no fiscal impact.

THIS AMENDMENT, entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE**, ("Department") and **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** ("Provider"), amends the above-referenced Contract by deleting, as indicated by "strike through" or reference and adding, as indicated by "underscore" or reference the section(s) below:

REFERENCE: Page 2, Section II., B., Federal Law

UPDATE:

4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of Part 274aA(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. The Provider shall verify the employment eligibility of provider employees through The United States Department of Homeland Security's E-Verify system as stipulated in the "The E-Verify Program for Employment Verification" Memorandum of Understanding and other applicable guidelines of the U.S. Department of Homeland Security. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.

REFERENCE: Pages 5-6, Section V., C., Default

UPDATE:

The Department may terminate this Contract in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), Florida Administrative Code 287.1351, F.S., upon written notice to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3) and (4), Florida Administrative Code 287.1351, F.S. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost).

REFERENCE: Page 6, Section VI., Financial Transaction, Audit, and Reporting Requirements

UPDATE:

The Department has determined that this is a Subrecipient Contract. Subrecipients of state or federal financial assistance are exempt from the seven tenths of one percent (0.7%) one percent (1.0%) MFMP transaction fee per F.A.C. rule.

REFERENCE: Pages 9-14, Section VIII., General Terms and Conditions

UPDATE:

I. Suspended Vendor List

A Vendor, person, or entity who has been placed on the Florida Suspended Vendor List may not be awarded or renew a contract with the Department pursuant to section 287.1351.

J. Antitrust Violator Vendor List

In accordance with section 287.137, F.S. a person or an affiliate who has been placed on the Florida Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity and may not transact business with any public entity.

K. Copyrights and Right to Data

1. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so.
2. If the materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the State. Ownership of intellectual property created as a result of the services delivered under this Contract will reside with the Department.

L. Assignments and Subcontracts

1. The Provider shall not assign responsibility of this Contract to another party, subcontract for any of the work contemplated under this Contract, or transfer program services to another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Department may monitor the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this Contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's review of subcontractor agreement(s) associated with this Contract award does not relieve the Provider of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.
2. For services under this Contract authorized by the Department to be subcontracted, a signed copy of any subcontract for direct services shall be provided to the Department's Contract Manager prior to the delivery of services to Department youth and payment to the subcontractor. The Provider shall ensure all payments to subcontractors are made within seven business days of receipt of payment from the Department, pursuant to subsection 287.0585(1), F.S.

M. Sponsorship

If the Provider is a non-governmental organization which sponsors a program financed partially 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 Nassau County Board of County Commissioners and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.

LN. Products Available from Blind or Other Severely Handicapped Central Non-Profit Agency (RESPECT)

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to eChapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S. For purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/respect/respect

MO. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, labor disputes, epidemics, pandemics, or officially declared emergencies. However, acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, labor disputes, epidemics, pandemics, or officially declared emergencies do not relieve the Provider from its responsibility under this Contract, for the health, safety and welfare for the youth assigned to it by the Department.

NP. Insurance

Without waiving its right to sovereign immunity as provided in section 768.28, F.S., the Provider, a PUBLIC ENTITY, acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in section 768.28, F.S.

1. The Provider, a PUBLIC ENTITY, agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with eChapter 440, F.S.
2. Upon request, the Provider, a PUBLIC ENTITY, shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the Department agrees to find acceptable for the coverage mentioned above.
3. The Department's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the Provider, a PUBLIC ENTITY, of its liability and obligations under this Contract.

OQ. Suspension of Work

The Department may, in its sole discretion, suspend any or all activities under this Contract, at any time, when in the interests of the State to do so. The Department shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, or a declaration of emergency. After receiving a suspension notice, the Provider shall immediately comply with the notice. Within ninety (90) days, or any longer period agreed to by the Provider, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate this Contract. The Provider will not receive compensation during the suspension period for the services that are under suspension.

PR. Inspector General Requirements

1. **Investigation**

Pursuant to section 20.055, F.S., the Office of the Inspector General is responsible for providing direction for supervision and coordination of audits, investigations, and reviews relating to the programs and activities operated by or financed by the Department for the purpose of promoting economy and efficiency, and shall conduct investigations designed to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and other abuses in its programs and activities. The Inspector General and staff shall have access to any records, data, and other information maintained by the Department or Provider as deemed necessary to carry out the aforementioned activities. The Provider shall ensure that all Provider staff, and its subcontractors, fully cooperate with the Office of the Inspector General staff and/or other Department staff conducting any audit, investigation, inspection, review, or hearing pursuant to this section.

2. **Incident Reporting**

Pursuant to Rule 63F-11.001-006, F.A.C., Central Communications Center (CCC), the Provider shall comply with all Department incident reporting requirements as outlined in the Department's incident reporting policy and procedure (FDJJ-2020 and 2020P, Revised 4/20/16). The Provider shall develop an internal numbering process for all incident reports to ensure that all reports are present and maintained in accordance with Department policy, including implementation of a written Arrest Reporting procedure requiring all owners, operators, directors, caretaker/direct contact staff, and subcontracted staff, who have been arrested for any criminal offense to make a report of their arrest, either written or oral, to their immediate supervisor and the CCC within two hours (pending availability/release from jail) per the CCC Rule that requires the arrested staff member to report the arrest to the CCC within two hours pending availability/release from jail.

3. **Background Screening**

The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers. The Provider shall comply with the requirements for background screening pursuant to eChapters 39, 435, 984 and 985, F.S. and the Department's background screening policy (FDJJ 1800, Revised 1/30/18). Failure to comply with the Department's background screening requirements may result in termination of this Contract.

QS. Quality Improvement Standards

1. The Department will evaluate the Provider's program, in accordance with section 985.632, F.S., to determine if the Provider is meeting minimum thresholds of performance pursuant to the Department's Quality Improvement standards.

2. A Provider failing a Quality Improvement Review shall cause the Department to conduct a second Quality Improvement Review within six months. Failure of the second Quality Improvement Review shall cause the Department to terminate the Provider's Contract, unless the Department determines there are documented significant extenuating circumstances. In addition, if the Provider's Contract is terminated, the Department may not contract with the same Provider for the terminated service for a period of twelve (12) months.

3. Quality Improvement Reviews shall be based only on current and future standards assessing compliance with this Contract, local, state, and federal laws, rules, regulations and codes, as well as Department policies and procedures upon full execution of this Contract. After execution, any changes or modifications to the terms and conditions of this Contract shall be negotiated between the Department and the Provider and documented in writing through the execution of a contract amendment.
4. The Provider may ensure a minimum of one staff member per contract participates in an on-site Quality Improvement Review in another judicial circuit on an annual (calendar year) basis. The Provider shall ensure all staff participating in Quality Improvement Reviews are at the management or supervisory level, have a minimum of a bachelor's degree unless a waiver request has been submitted and approved by the Department, and have completed the Department's Quality Improvement Peer Reviewer Certification Training Program. Participation in the training and the review shall be at the Provider's expense.
5. The results of Quality Improvement Reviews and final scores do not relieve the Provider of its responsibility for compliance with the provisions in this Contract.

RT. Monitoring

The Department will conduct periodic unannounced and/or announced programmatic and administrative monitoring to assess the Provider's compliance with this Contract and applicable federal and state laws, rules and Department policies and procedures in accordance with FDJJ Policy 2000 (Revised 1/31/19). The Provider shall permit persons duly authorized by the Department to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Provider that are relevant to this Contract, and interview individuals receiving services and employees of the Provider under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Provider a list of its findings, including deficiencies regarding the manner in which said goods or services are provided. The Provider shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the Department's Monitoring Report. The Provider's failure to correct these deficiencies within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

SU. Financial Consequences

1. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with FDJJ Policy 2000 (Revised 01/31/19) for the following:
 - a. failure to submit a Corrective Action Plan (CAP) within the specified time frame(s);
 - b. failure to implement the CAP within the specified time frame(s); and/or
 - c. upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within specified time frames.
2. The Provider expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
 - *Total contracted slots/youth X per diem rate X 2.0% = Financial Consequence. Imposition of consequences shall be per deficiency per day.*

3. Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Department's Contract Manager shall deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.
4. If the Provider has a grievance concerning the imposition of financial consequences for noncompliance, the Provider shall follow the dispute process outlined in this Contract, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).

TV. Confidentiality

1. Pursuant to section 985.04, F.S., all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of this Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep any confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. The Provider shall take appropriate steps to ensure its personnel, agents, and subcontractors protect confidentiality. The warranties shall remain in effect after Contract termination.
2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective November 20, 2014), if applicable under this Contract.

UW. Dispute Resolution

Any dispute concerning compliance and/or performance of this Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy to the Provider. Any dispute that cannot be resolved shall be reduced to writing and delivered to the Department's Assistant Secretary or designee of the relevant program area for resolution.

VX. Severability

If a court deems any provision of this Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

WY. Certification Regarding Active Exclusion

The Provider, by execution of this Contract, certifies that neither it nor its principals is presently assigned an active exclusion with the Federal System for Award Management (SAM). Exclusions can be found at: <https://www.sam.gov/SAM/>. The Provider shall notify the Department if, at any time during this Contract, it or its principals are assigned an active exclusion.

XZ. Return of Property Purchased Under this Contract

All property purchased by the Provider utilizing Contract funds is the Property of the State and shall be returned to the Department upon expiration of this Contract. The property shall be returned in a condition which allows for re-use of equipment. The Department shall make and approve in writing the determination regarding the surplus of State-owned property. The Provider shall maintain property to protect against theft and/or damage. The Provider may not be reimbursed for property purchased unless specifically allowed by this Contract.

YAA. Information Technology (IT) Security

In accordance with Rule ~~74-2.004~~ 60GG-2.001 through ~~74-2.006~~ 60GG-2.006 F.A.C., external partners employed by the Department or acting on behalf of the Department, including other governmental entities, third parties, contractors, vendors, suppliers and partners, shall comply with all applicable security policies, procedures and processes, and employ adequate security measures to protect the Department's information, applications, data, resources, and services. When applicable, as determined by the Department's Bureau of Information Technology, network connection agreements for third-party network connections shall be submitted to the Department for approval prior to connection to the Department's internal network.

ZAB. Information Resource Request

All Department Contract Providers must receive written approval from the Department prior to purchasing any Information Technology (IT) Resource used in the performance of contractual obligations under this Contract. IT Resources are defined in Department Procedure FDJJ – 1205.01P (Revised 6/6/17), titled Information Technology Resource Management Procedures and is located on the Department's website at:

<http://www.djj.state.fl.us/partners/policies-resources/department-policies>.

The Provider agrees to secure prior written approval by means of a Department Information Resource Request (IRR) form before the purchase of any IT Resource. The Department's Contract Manager is responsible for serving as the liaison between the Provider and the Department's Bureau of Information Technology during the completion of the IRR process. The use of Contract funds for the purchase of IT Resource components must be approved by the Department's Contract Manager as appropriate and allowable under the terms of this Contract. The Provider will not be compensated for any IT Resource purchases made prior to obtaining the Department's written approval.

AAAC. Data Input into Department's Systems

The Provider is required to input data into the Department's Program Monitoring & Management (PMM) System and Staff Verification System (SVS) computer applications during the term of this Contract.

REFERENCE:

Page 17, Attachment I, Section II., C., 1., Community At-Risk Youth Referral and Admission/Discharge

UPDATE:

- a. Youth shall be referred by the Nassau County Court. Referrals shall be hand-delivered or emailed to the Provider.
- b. The Department shall resolve all disputes regarding the eligibility of community at-risk youth to participate in the program. The Provider shall

contact the Department's Contract Manager prior to the admission of youth whose eligibility is in dispute.

- ~~c. The Provider shall complete the intake process and Prevention Web data entry requirement on each newly referred and admitted community at risk youth within three business days of the youth's admission to the Program.~~
- ~~d. All youth must have the Prevention Assessment Tool (PAT) completed and entered into the JJIS Prevention Web within seven calendar days of their admission to the Program.~~
- ~~e. Youth should be released from JJIS within seven calendar days of their release from services.~~

**REFERENCE:
UPDATE**

Pages 21-22, Attachment I, Section III., B., 3., Staff Training

- a. All Provider staff, with the exception of Sworn Law Enforcement Officers, under this Contract are considered Direct Care Staff and therefore subject to the training for Non-Residential staff set forth in 63H-2, F.A.C.; however, mentors and tutors are exempt from the Protective Action Response (PAR) and Cardiopulmonary Resuscitation (CPR) trainings, as specified below.
- b. The Department's Office of Staff Development and Training (SD&T) has determined the Nassau County Sheriff's Office's standard training for Law Enforcement Officers meets the above requirements, ~~with the exception of Professionalism and Ethics and Suicide Prevention Training. These two classes must be completed prior to contact with Department youth.~~
- c. Prior to any contact with youth, the Provider's staff must first complete, at a minimum, the following essential skills training:
 - 1) PAR trained; thirty-two (32) hours/DJJ Instructor led (waived for LEOs, mentors and tutors);
 - 2) CPR/First aid certified; four hours/DJJ Instructor led (waived for LEOs, mentors and tutors);
 - 3) Professionalism and ethics training; (available online through the Department's Learning Management System [LMS]) (waived for LEOs);
 - 4) Suicide prevention training (available in LMS); (waived for LEOs); and,
 - 5) Emergency procedures training (available in LMS) (waived for LEOs).

The above training shall be coordinated through the Department's Contract Manager.

- d. The Provider must ensure that all required training, per 63H-2, F.A.C., is completed, except as otherwise stated herein.
- e. In addition to all Direct Care Training requirements set forth above, the Provider shall ensure staff is trained in the following training topics:
 - 1) Critical Incident Reporting Requirements – This training can be provided by the Department's Probation Program Operations staff.
 - 2) JJIS Training for a minimum of two staff entering data into the JJIS. The Department will provide training.
 - 3) Motivational Interviewing Training for a minimum of two staff conducting Prevention Assessment Tool interviews. The Department will provide training.
 - 4) Prevention Assessment Tool (PAT) Training for a minimum of two staff completing the PAT. The Department will provide training.

The Department will coordinate all training to be provided by the Department. The Department may also assist in locating other training opportunities.

- f. The Provider is responsible for all training costs associated with ~~the this~~ Contract. Any training to be provided by the Department or on-line in the

LMS is available at no cost to the Department and shall be coordinated with the Department's Contract Manager.

- g. All staff delivering services to Department youth shall have in his/her personnel file, which is maintained by the Provider, documentation demonstrating successful completion of Department-required training, and the minimum education and professional qualifications for the applicable position. Documentation of the completion of minimum training topics, with the number of hours earned, shall be maintained in each employee's personnel file and updated on a yearly basis. Copies shall be provided upon request of the Department's Contract Manager or Monitor.

REFERENCE:
 UPDATE:

Page 23, Attachment I, Section V., Reporting (Contract Manager table)

Provider	Department
Michael Mullin Denise C. May	Sharicka Green Princilla Brown-Jefferson
96135 Nassau Place, Suite 2 Yulee, Florida 32097	2737 Centerview Drive Tallahassee, FL Florida 32399
Telephone: (904) 530-6010 Telephone: (904) 530-6100	Telephone: 850-717-2727 Telephone: (850) 717-2625
Email: mmullin@nassaucountyfl.com Email: dmay@nassaucountyfl.com	Email: Sharicka.Green@djj.state.fl.us Email: Princilla.Brown-Jefferson@fldjj.gov

REFERENCE:
 UPDATE:

Pages 25-26, Attachment I, Section V., B., Reports (Table)

REPORT LIST	FREQUENCY	DUE DATE	DUE TO DEPARTMENT
Invoice	Monthly	Within 30 calendar days following the end of the month for which services were rendered.	Contract Manager
Youth Census Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
<u>SWEAT Projects Report</u>	<u>Monthly with Invoice</u>	<u>To be submitted with the invoice</u>	<u>Contract Manager</u>
<u>Mentoring and Tutoring Sign-In Logs</u>	<u>Monthly with Invoice</u>	<u>10th business day of the following reporting month (with invoice)</u>	<u>Contract Manager</u>
Proof of Insurance Coverage	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontract(s)	Prior to the delivery of services	Prior to the delivery of services	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and annually at renewal thereafter	Contract Manager

Staff Hire Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
Staff Vacancy Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
MBE Utilization Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
COOP	Annually	Prior to the delivery of services and February 1 st (annually)	Contract Manager
<u>Staff Training Plan</u>	Prior to the execution of this Contract; annually	Prior to the execution of this Contract and by January 31 st (annually)	Contract Manager
<u>Ad Hoc Reports</u>	<u>Upon Request</u>	<u>As Requested by the Department's Contract Manager or Designee</u>	<u>Contract Manager</u>
Youth Monthly Progress Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
Youth Services Received Report	Quarterly	To be submitted with the monthly invoice.	Contract Manager
Youth Discharge Form	Monthly	To be submitted with the monthly invoice.	Contract Manager
Monthly Revenue and Costs Report	Monthly	Within thirty (30) calendar days following the end of the month in which services were rendered	Contract Manager
State of Florida, EO 20-44 Annual Report	Annually, Upon Request	As Requested by the Department's Contract Manager or Designee	Contract Manager

This Amendment shall become effective upon full execution. All terms and conditions of said original Contract and any attachments and amendments thereto shall remain in full force and effect for this Amendment. Any provisions of said original Contract and any supplements and amendments thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment. This Amendment is hereby made a part of the Contract.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, the day and year last written below.

PROVIDER
NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: 

SIGNED BY: _____

NAME: Jeff Gray

NAME: TIMOTHY NIERMANN

TITLE: Vice-Chairman

TITLE: DEPUTY SECRETARY

DATE: April 11, 2022

DATE: _____

VENDOR NUMBER: 59-1863042

THIS AMENDMENT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

PROVIDER
NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: 

SIGNED BY: Timothy Niermann
Digitally signed by
Timothy Niermann
Date: 2022.04.20
07:34:38 -04'00'

NAME: Jeff Gray

NAME: TIMOTHY NIERMANN

TITLE: Vice-Chairman

TITLE: DEPUTY SECRETARY

DATE: April 11, 2022

DATE: _____

VENDOR NUMBER: 59-1863042

THIS AMENDMENT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

CONTRACT CONTENT ACKNOWLEDGMENT

This document serves as acknowledgement that either (1) the contract document forwarded for signature has not been modified or altered in any manner or (2) you have issues or concerns with the document that you wish for the Department to consider. Please mark the section below that applies and return it (if applicable) with the executed contract documents. Please note that if this section is not completed and returned to the Contract Administrator, the returned contract will be discarded with the exception of the signature page, and the Department's original contract document will be substituted. Also, contracts that are the result of a competitive procurement may not have material terms changed, modified or altered.

PLEASE INDICATE WHICH SECTION APPLIES:

 X The attached document has been executed by the named Provider and no changes, material or otherwise, to the contract have been made.

 The attached document has not been executed by the named Provider. The named Provider has issues or concerns in the following sections and pages of the document for Department review and consideration:

Contract # 10717 Amendment # 1

I hereby acknowledge that the information above is true and correct.

PROVIDER: Nassau County BOCC

SIGNED BY: Jeff Gray

NAME: Jeff Gray

TITLE: Vice Chairman

DATE: April 11, 2022