

DEPARTMENT OF JUVENILE JUSTICE  
SECOND CONTRACT AMENDMENT  
FOR  
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

CS-23-455  
CM3453-A2

The purpose of this Amendment is to increase the funding to align with the FY 2024/25 Line-Item Appropriation. Also this amendment updates the name of Comptroller's Memorandum #03 to Chief Financial Officer Memorandum #04; adds to the existing Liability language; updates the Scrutinized Companies language for contracts less than \$1 million; updates the Record Retention language regarding the addition of the Department of Financial Services as the Department's designee; updates the Insurance language; adds the Substitution of Work Experience language; updates the link in Attachments and Exhibits to be Included as Part of This Contract; replaces Audit Attachment II and Exhibit 1 with revised version dated 8/29/18 for applicable Recipient/Subrecipient Contracts. These changes are made pursuant to section III., B., 4., Options of this Contract.

**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 3, Section III., B., 1., Contract Amount (As Amended by Amendment #1)

**UPDATE:** Total compensation under this Contract shall not exceed ~~\$220,000.00~~ \$235,000.00.

- a. The Department will pay the Provider for each SWEAT event in arrears at a rate of \$2,972.97 for each SWEAT event. All SWEAT events must occur prior to June 30, 2025, to be billable to the Department. Total compensation per fiscal year shall not exceed the following:  
FY 23/24 - \$110,000.00  
FY 24/25 - \$125,000.00
- b. The Department will pay for mentoring hours delivered at a rate of \$27.50 per half-hour (thirty [30] minutes) of mentoring, documented by a sign-in log indicating the first initial and last name of the youth mentored at each session, and the start time and end time of each session signed by the individual offering the mentoring.
- c. The Department will pay for tutoring hours delivered at a rate of \$32.50 per half-hour (thirty [30] minutes) of tutoring, documented by a sign-in log indicating the first initial and last name of the youth tutored at each session, and the start time and end time of each session signed by the individual offering the tutoring.

**REFERENCE:** Page 3, Section III., B., Method of Payment

- UPDATE:**
7. Pursuant to ~~Comptroller's Memorandum #03 (2014-2015) Chief Financial Officer Memorandum #04~~, all expenditures under this Contract shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including but not limited to the *Department of Financial Services Reference Guide for State Expenditures*. Pursuant to section 215.971, F.S., recipient and subrecipient contracts that are funded, in whole or in part, by State financial assistance require the following:
    - a. The Provider may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
    - b. The Provider shall refund to the State any balances of unobligated cash that have been advanced or paid.

- c. Any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the State.

REFERENCE:  
ADD:

**Page 5, Section IV., Liability**

C. In the event of claims combining indemnifiable and non-indemnifiable allegations, the Provider shall provide costs of defense, but remains obligated to pay only those damages assessed as a result of acts or omissions of the Provider.

REFERENCE:  
UPDATE:

**Page 5, Section V., Termination**

**E. Scrutinized Companies List**

1. By executing this Contract, the Provider certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel.
2. Pursuant to paragraph 287.135(3)(b), F.S., the Department may, at its option, terminate any Contract for goods or services of any amount entered into or renewed on or after July 1, 2018, if the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
3. Engaged in business operations with Cuba, the government of Cuba or any company doing business in or with Cuba, pursuant to subsection 215.472(1), F.S.

REFERENCE:  
UPDATE:

**Page 7, Section VII., A., Record Retention**

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five years in accordance with Chapters 119 and 257, F.S., and the Florida Department of State Record Retention Schedule located at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>. The Provider shall maintain youth records, which are programmatic in nature, in a secure location with access limited to duly authorized Department and Provider staff. Upon expiration of this Contract, the Provider shall return all youth records to the Department. The Provider shall ensure these records are available at all reasonable times for inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department. In the event any work is subcontracted, the Provider shall require each subcontractor to maintain and allow access to such records for audit purposes in the same manner. The Provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, Department of Financial Services, or Auditor General access to such records upon request. The Provider shall ensure that all working papers are made available to the Department, or its designee, ~~Comptroller, Department of Financial Services,~~ or Auditor General upon request for a period of three years from the date the audit report is issued unless extended in writing by the Department.

REFERENCE:  
UPDATE:

**Page 10, Section VIII., P., Insurance**

1. The Provider shall maintain, if applicable, the following types of insurance listed below during the entire period of this Contract and submit proof of maintenance to the Department on an annual basis prior to the delivery of service, and annually thereafter. The Provider shall mail a notice to the Department's Contract Manager at least 30 days prior to any material changes in the provisions or cancellation of the policy.

- a. Commercial General Liability with a minimum limit of \$500,000.00 per occurrence and \$1,000,000.00 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury, advertising liability, and medical payments.
2. The Provider shall maintain Worker's Compensation and Employers' liability insurance as required by Chapter 440, F.S., with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person and \$500,000 policy aggregate.
3. The Department shall maintain insurance for all Department-furnished real and personal property in Department-owned or leased facilities that are utilized by the Provider to deliver services under this Contract. For those services that are not delivered in Department-owned or leased facilities, the Provider shall procure and maintain "fire and extended coverage" for all property, furnishings and equipment furnished by the Department in an amount equal to its full insurable replacement value. The Department shall be named as a loss payee on these policies.
4. ~~The~~ This Contract shall not limit the types of insurance the Provider may ~~desire~~ choose to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under ~~the~~ this Contract.
5. All insurance shall be in effect before the Provider commences services under this Contract or takes possession of Department-furnished property. The Provider shall deliver all Certificates of Insurance to the Department before the Department provides any funds. A Florida-regulated insurance company or an eligible surplus lines insurance carrier shall write all insurance. The Certificates shall be completed and signed by authorized Florida Resident Insurance Agents or Florida Licensed Nonresident Insurance Agents and delivered to the Department's Contract Manager. All certificates shall be dated and contain:
  - a. The name of the Provider, the program name, the name of the insurer, the name of the policy, its effective date, and its termination date.
  - b. The State of Florida listed as an Additional Named insured for policies of General Liability and Automotive Liability.
  - c. ~~A statement the insurer will mail a notice to the Department's Contract Manager at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy; and~~
  - dc. All coverage required in this Contract.

REFERENCE:  
ADD:

**Page 13, Section VIII., General Terms & Conditions**

**AD. Substitution of Work Experience**

Pursuant to subsection 287.057(28), F.S., the Department/Provider may substitute verifiable, related work experience in lieu of postsecondary education requirements for contractual services pursuant to section 112.219, F.S., if the Provider staff is otherwise qualified for the position. For Provider staff who are seeking to substitute work experience, a waiver or an exempt request shall be submitted to the Department for approval prior to hiring. Providers requesting to substitute work experience for Provider or subcontracted staff must submit a waiver or exemption request to the Department for approval prior to any staff working in a position(s) for which the Provider is requesting a substitution of work experience.

**REFERENCE:** Pages 13-14, Section X., Attachments and Exhibits to be Included as Part of This Contract (as amended by Amendment #1)

**UPDATE:** Attachment II: Florida Single Audit Act and FSAA's Exhibit 1 (Revised by Amendment #1 #2)  
Exhibit 1: Sample Invoice<sup>1</sup>  
Exhibit 2: Sample Youth Census Report<sup>1</sup>  
Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report<sup>1</sup>  
Exhibit 4: Staff Vacancy Report<sup>2</sup>  
Exhibit 5: Staff Hire Report<sup>2</sup>

<sup>1</sup>Available at: <http://www.djj.state.fl.us/partners/forms-library/-in-Subjects/Subjects/Contracting>

<sup>2</sup>Available at: <http://www.djj.state.fl.us/partners/contract-management>

**REFERENCE:** Pages 28-31, Attachment II, Florida Single Audit Act and FSAA's Exhibit (as amended by Amendment #1)

**UPDATE:** Pages 28-31, Attachment II, Florida Single Audit Act and FSAA's Exhibit 1 (Revised by Amendment #1 #2)

This Amendment shall become effective on **July 1, 2024**, or upon full execution, whichever is later. 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 this 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:** John F. Martin

**NAME:** TIMOTHY NIERMANN

**TITLE:** Chairman

**TITLE:** DEPUTY SECRETARY

**DATE:** July 8, 2024

**DATE:** \_\_\_\_\_

**VENDOR NUMBER:** 59-1863042

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

**REFERENCE:** Pages 13-14, Section X., Attachments and Exhibits to be Included as Part of This Contract (as amended by Amendment #1)

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**PROVIDER**  
**NASSAU COUNTY BOARD OF**  
**COUNTY COMMISSIONERS**

SIGNED BY: \_\_\_\_\_

NAME: John F. Martin

TITLE: Chairman

DATE: July 8, 2024

**STATE OF FLORIDA**  
**DEPARTMENT OF JUVENILE JUSTICE**

SIGNED BY: Timothy Niermann

NAME: TIMOTHY NIERMANN

TITLE: DEPUTY SECRETARY

DATE: \_\_\_\_\_

Digitally signed by  
Timothy Niermann  
Date: 2024.07.10  
15:37:12 -04'00'

**VENDOR NUMBER: 59-1863042**

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

**ATTACHMENT II  
DEPARTMENT OF JUVENILE JUSTICE  
FLORIDA SINGLE AUDIT ACT  
CHECKLIST FOR COMPLIANCE WITH FEDERAL AND DEPARTMENTAL AUDIT REQUIREMENTS  
PART I AND/OR II APPLIES**

**NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO: <https://apps.fldfs.com/fsaa/links.aspx>**

The administration of resources awarded by the Department of Juvenile Justice to the recipient/subrecipient may be subject to audits and/or monitoring by the Department of Juvenile Justice, as described in this section.

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**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Juvenile Justice staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient/subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Juvenile Justice. In the event the Department of Juvenile Justice determines that a limited scope audit of the recipient/subrecipient is appropriate, the recipient/subrecipient agrees to comply with any additional instructions provided by Department of Juvenile Justice staff to the recipient/subrecipient regarding such audit. The recipient/subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the recipient/subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient/subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department of Juvenile Justice by this agreement. In determining the federal awards expended in its fiscal year, the recipient/subrecipient shall consider all sources of federal awards, including federal resources received from the Department of Juvenile Justice. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient/subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient/subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient/subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient/subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient/subrecipient resources obtained from other than federal entities).

**Part II: State Funded**

*Note: This part is applicable if the recipient/subrecipient is a nonstate entity as defined by subsection 215.97(2), F.S.*

1. In the event that the recipient/subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient/subrecipient (for fiscal years

ending June 30, 2017, or thereafter), the recipient/subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Juvenile Justice by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient/subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Juvenile Justice, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient/subrecipient shall ensure that the audit complies with the requirements of subsection 215.97(8), F.S. This includes submission of a financial reporting package as defined by subsection 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient/subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient/subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's/subrecipient's resources obtained from other than state entities).

#### **Part III: Other Audit Requirements**

Pursuant to paragraph 215.97(8)(n), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State-awarding agency will arrange for funding the full cost of such additional audits.

#### **Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient/subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient/subrecipient **directly** to each of the following:

- a. The Department of Juvenile Justice at each of the following addresses:

Inspector General  
2737 Centerview Drive  
Knight Building, Suite 3400  
Tallahassee, FL 32399-3100

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient/subrecipient **directly** to:

The Department of Juvenile Justice at each of the following addresses:

Inspector General  
2737 Centerview Drive  
Knight Building, Suite 3400  
Tallahassee, FL 32399-3100

4. Any reports, management letters, or other information required to be submitted to the Department of Juvenile Justice pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients/subrecipients, when submitting financial reporting packages to the Department of Juvenile Justice for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

#### **Part V: Record Retention**

The recipient/subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of Juvenile Justice, or its designee, the CFO, or Auditor General access to such records upon request. The recipient/subrecipient shall ensure that audit working papers are made available to the Department of Juvenile Justice, or its designee, the CFO, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of Juvenile Justice.

*Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*



**FSAA EXHIBIT 1**

**Federal Resources Awarded to the Recipient/Subrecipient Pursuant to this Agreement Consist of the Following:**

*Note: If the resources awarded to the recipient/subrecipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.*

1. Federal Program A:

N/A

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

*Note: If the resources awarded to the recipient/subrecipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below.*

1. Federal Program A:

N/A

*Note: Instead of listing the specific compliance requirements as shown above, the state awarding agency may elect to use language that requires the recipient/subrecipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program A, the language may state that the recipient/subrecipient must comply with specific laws, rules, regulations, etc., that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The state awarding agency, if practical, may want to attach a copy of the specific laws, rules, regulations, etc., referenced.*

**State Resources Awarded to the Recipient/Subrecipient Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

*Note: If the resources awarded to the recipient/subrecipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

1. Federal Program A:

N/A

**Subject to Section 215.97, F.S.:**

*Note: If the resources awarded to the recipient/subrecipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

1. State Project A:

**Department of Juvenile Justice, Delinquency Prevention, CSFA # 80.029. The amount of the Agreement is ~~\$220,000.00~~ \$235,000.00.**

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:**

*Note: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of Juvenile Justice for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

*Note: 2 CFR §200.513 and subsection 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the recipient/subrecipient.*

**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:**

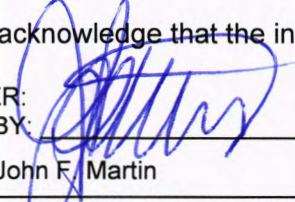
\_\_\_\_\_ The attached document has been executed by the named Provider and no changes, material or otherwise, to the contract have been made.

\_\_\_\_\_ 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:

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**Contract # 10813    Amendment # 2**

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

PROVIDER:  
SIGNED BY:  \_\_\_\_\_  
NAME: John F. Martin  
TITLE: Chairman  
DATE: July 8, 2024