

AMENDMENT #0012

Contract #JJ217

Effective the latter of September 1, 2022, or the last date of the signatories, this amends the above referenced **Contract as follows:**

1. Attachment I, 1.9.3.1 is amended to add:

- f. The Lead Agency must provide written notice to the Department prior to entering into a subcontract when there is a potential of any of the following, when services or purchases utilizing the Department or Federal pass through funds, exceeds \$65,000.
 - i. Ownership interest (either directly or by Lead Agency board members or officers) in the subcontractor;
 - ii. Commonality of any board members or officers of Lead Agency with the subcontractor;
 - iii. Ownership interest by the subcontractor (either directly or by their board members or officers) in the Lead Agency;
 - iv. Ownership interests of a third entity (or its board or officers) in both the Lead Agency and the Subcontractor;
 - v. Any employment relationship between the subcontractor and Lead Agency board members or officers; or
 - vi. Commonality of board members or officers between a third entity and both the Lead Agency and the subcontractor.
 - g. Pursuant to the requirements of s. 409.987(7), F.S., Provider's board members and officers have an affirmative obligation to disclose a potential conflict of interest to the board. The board is then responsible for following the procedure outlined in s. 409.987(7), including a vote per s. 409.987(7)(c)2., F.S. to approve or disapprove of the activity for which a conflict may exist.
 - h. Determination of when services or purchases exceed \$65,000 cannot be avoided by subdivision. Expenditures with the same entity over any 36-month period shall be summed for the purposes of this determination.
 - i. By its representative's signature on this Contract Provider certifies it has disclosed in writing to the Department any actual or potential matters requiring written notice under f., or any actual or potential conflict of interest under f-g. above that exist at the time of entry into this contract. The Provider shall annually thereafter make this certification as to the prior year. Failure to truthfully and accurately make such certification is a material breach of this contract by Provider. In addition, damages for breach of any of the terms of 1.9.3.1. cannot be adequately calculated, therefore, in addition to any remedies for material breach, the Contract's administrative funds shall be reduced by the value of the undisclosed contract or contracts. The Department retains all remedies including termination.
- 1.9.3.1.1 Provider will submit written notice to the Department prior to awarding Department funds through a non-competitive procurement if said purchase exceeds \$65,000, Further, Provider will submit written notice to the Department before entering into any agreement with a person or entity that is being contracted with as a single source purchase.

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- 2. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER:

DEPARTMENT:

SIGNED

SIGNED

BY: Larry Rein

BY: Shevaun L. Harris

NAME:

Larry Rein

NAME:

Shevaun L. Harris

TITLE:

CEO & President

TITLE:

Secretary

DATE:

10/4/2022 | 3:24 PM EDT

DATE:

10/4/2022 | 3:48 PM EDT