

CONTRACT BETWEEN

STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE

AND

CITY OF RIVIERA BEACH

THIS CONTRACT is entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE (hereinafter referred to as the "Department")**, whose address is **2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA, 32399-3100** and **CITY OF RIVIERA BEACH (hereinafter referred to as the "Provider")**, whose address is **600 WEST BLUE HERON BOULEVARD, RIVIERA BEACH, FLORIDA, 33404**, to operate a Juvenile Detention Alternative Initiative (JDAI) Evening Reporting Center (ERC) program in Circuit 15, Palm Beach County.

In consideration of the mutual benefits to be derived from performance under this Contract, the Department and the Provider do hereby agree:

I. PERFORMANCE

- A. The Provider shall provide services in accordance with the terms and conditions specified in this Contract including all attachments and exhibits, which constitute this Contract document.
- B. The Provider shall provide units of deliverables, including, but not limited to, reports, services and findings, as specified in this Contract, which must be received and accepted by the Department's Contract Manager in writing prior to payment.

II. GOVERNING AUTHORITY

The references listed below are included in the Contract for convenience only and do not change, modify, or limit any right or obligation of this Contract and any applicable local, state or federal laws, rules, regulations, and codes.

A. State of Florida

This Contract is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws. Each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity. The remainder of any such provision and the remaining provisions of this Contract shall remain fully effective and valid. Venue for any legal, administrative or other proceeding regarding this Contract shall be in Leon County, Florida.

1. Environmental Protection

- a. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this Contract shall be procured in accordance with the provision of Section 403.7065, Florida Statutes.
- b. The Provider shall comply with Rule 62-730.160, Florida Administrative Code, regarding the production and handling of any hazardous waste generated under this Contract.

2. Public Records Access

The Provider agrees to allow access and review of all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency as defined in subsection 119.011(12), Florida Statutes. All said documents made or received by the Provider in conjunction with this Contract shall be made available, except

those public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

B. Federal Law

1. If this Contract contains federal funds, the Provider shall comply with the provisions of 45 CFR Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
2. If this Contract contains federal funds and is over \$100,000.00 the Provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq), section 508 of the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et seq), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
3. The Provider agrees no federal funds received in connection with this Contract may be used by the Provider, or an agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature pursuant to sections 11.062 and 216.347, Florida Statutes.
4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.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.
5. If this Contract contains in excess of \$10,000 in federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, as supplemented in the Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
6. If this Contract contains federal funds and provides services to children up to the age of 18, the Provider shall comply with the Pro Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
7. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in or be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38, and Part 39.

III. CONTRACT TERMS AND METHOD OF PAYMENT

A. Contract Term

1. This Contract shall begin on **September 1, 2015**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on May 31, 2016**. In the event the parties sign this Contract on different dates, the latter date shall be the effective date.
2. The Department may renew this Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original contract, or three years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and other factors deemed relevant by the Department. Any costs incurred by the Provider for the renewal of this contract shall not be charged to the Department.
3. Modifications or amendments of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original Contract, with the exception of the Provider and Department contacts identified in Attachment I, Section VI., Reports. Changes to the contract will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract file.

B. Method of Payment

This is a fixed price (fixed fee) contract. The Department shall pay the Provider, upon satisfactory completion of both the service(s) and all terms and conditions specified in this Contract. The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract. Furthermore, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The parties agree that the Department is only responsible for payments as specified below.

1. Contract Amount
Total compensation under this Contract shall not exceed **\$89,997.00 annually**.
 - a. The Department will pay the Provider monthly in arrears on a fixed price basis at the daily unit rate of **\$22.90** for each filled slot, upon receipt of a properly itemized invoice.
 - b. A properly prepared invoice shall be submitted directly to the Contract Manager within ten (10) business days following the end of the month for which services were rendered.
 - c. Documentation of service delivery shall be in accordance with Attachment I, Section V., Deliverables.
2. Payment and Submission of the Final Invoice
The Provider shall submit the final invoice for payment to the Department no later than forty-five (45) days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payments are forfeited and the Department will not honor any requests submitted after the above time period. Any payment due under the terms of this Contract may be withheld until the Provider complies with the requirements of this Contract, including submittal of all reports due from the Provider and the return of all Department-furnished property. Invoices for reimbursement, fees, and/or compensation for services or expenses must be submitted in sufficient detail to conduct a proper pre-audit and post-audit.
3. Travel
Where itemized payment for travel expenses are permitted by this Contract, the Provider shall submit an invoice in accordance with section 112.061, Florida Statutes, or at lower rates as may be provided in this Contract. All expenditures related to travel, regardless of the method of payment must be in accordance with the terms and conditions of this Contract and section 112.061, F.S.
4. Options
The Department has the option to modify the Contract in the event the Department's needs for programming change. Any increased units of service or changes in services shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the

amendment. Changes agreed to under these options may result in a change to the Maximum Contract Dollar Amount.

5. Reduction of Invoice for Non-Delivery of Service

The Department may reduce the amount of the monthly payment after finding substantial evidence of the Provider's non-delivery of service(s) required by the Contract, preparing written findings substantiating the Provider's failure to perform, and notifying the Provider of the proposed reduction of the monthly payment, and providing an opportunity for discussion of the proposed reduction in payment. The amount of any reduction shall be based upon the costs of those services not performed during the payment period.

6. Supplemental Expenditure

The Department, at its option and without notice to the Provider, shall have the right to make any payment or expenditure the Provider failed to have made under the Contract, to ensure all contracted services will remain available to youth if the Provider fails to perform as required under this Contract. Such expenditures by the Department may include, but are not limited to, payment for repairs affecting life, health or safety of youth or staff, food and medical services, utilities, claims for which liens may be attached to the property, insurance premiums, and other supplementary goods or services. Any payment by the Department shall be without prejudice to any of the Department's rights or remedies under this Contract, at law, or in equity. All sums paid by the Department, including indirect costs incurred by the Department to bring the program into compliance with Contract requirements pursuant to this paragraph shall be immediately due and payable from the Provider. Such sums may be recovered by the Department by means of a reduction to a monthly invoice payment otherwise payable to the Provider under the Contract Payment Method. Recovery of the cost described above shall not relieve the Provider of the duty of full performance under the Contract. The Department will provide written notice after the fact to advise the Provider of why the decision was made, and any amount due to the Department from the Provider.

7. Pursuant to Comptroller's Memorandum #04 (2005-2006), 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*. Only allowable costs resulting from obligations incurred during the term of the Contract shall be reimbursed to the Provider. The Provider shall refund to the State any balances of un-obligated cash that have been advanced or paid.

8. Staff Training Costs

a. All costs occurring from, or associated with, Department-required training necessary for performance under this Contract or otherwise required by federal or state law, rule, or Department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider, and as outlined in the Provider's awarded response to the Department's solicitation. Therefore, all training costs are included in the total cost of the services requested. The Department is not responsible for and, therefore, shall not reimburse any additional, itemized training costs, including but not limited to, software, licenses, travel and materials, incurred in the performance of this Contract other than the Compensation stated in Section III.

b. Providers must use the DJJ Learning Management System to participate in trainings and document the completion of the required trainings by its employees, agents or subcontractors.

IV. **LIABILITY**

Indemnification

A. Pursuant to section 768.28(11)(a), Florida Statutes, the Provider agrees it and any of its employees, agents or subcontractors are agents and not employees of the State while

acting within the scope of their duties and responsibilities to be performed under this Contract. The Provider agrees to indemnify the Department, upon notice of liabilities caused by the Provider's employees' or agents' negligent or tortious acts or omissions within the scope of their employment under this Contract up to the limits set forth in Chapter 768, Florida Statutes."

- B. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto.

V. TERMINATION

All termination notices shall be sent by certified mail, or other delivery service with proof of delivery as detailed in Attachment I, Section VI., of this Contract.

- A. Department Convenience
The Department may terminate this Contract, in whole or in part, without cause, for its convenience, and without additional cost to the Department, by giving no less than thirty (30) days written notice to the Provider.
- B. Provider Convenience
The Provider may terminate this Contract, without cause, for its convenience, by giving no less than ninety (90) days written notice to the Department, unless both parties mutually agree in writing to a different notice period. The Provider shall be operating in a state of compliance with the terms and conditions of the Contract at the time the notice is issued and shall remain compliant for the duration of the performance period. The Provider shall notify the Department's Contract Manager via the United States Post Office or delivery service that provides verification of delivery or hand delivery.
- C. Default
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, 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. 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).
- D. Lack of Funding
In the event funding for this Contract becomes unavailable, the Department may terminate the Contract upon no less than thirty (30) days written notice to the Provider.

VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

The Department has determined that this is a Vendor contract.

Vendor Contracts - MyFloridaMarketPlace Transaction Fee (IF APPLICABLE)

- A. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), F.S., all payments made on vendor contracts shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.
1. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
 2. The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the Contract.

3. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- B. On a monthly calendar basis, each vendor registered in MyFloridaMarketPlace shall report its business activity relating to State contracts using Form PUR 3776 (08/04), which is hereby incorporated by reference.
1. The vendor shall report (i) the total amount of payments received against State contracts during the reporting period (excluding Purchasing Card transactions occurring after June 30, 2004), (ii) the portion of that total that is exempt from the Transaction Fee pursuant to Rule 60A-1.032, F.A.C., (iii) the amount of Transaction Fees that have been automatically deducted by the system, and (iv) the amount of Transaction Fees that have been billed by the system but not automatically deducted.
 2. With its report, the vendor shall include payment of any Transaction Fee amounts due for the reporting period that have not been automatically deducted. Amounts due include both the amount billed during the reporting period and any amounts not billed but otherwise due (e.g., sales to non-State entities eligible to purchase from State contracts).
 3. A report is required only when fee-eligible payments have been received during the reporting period (no report is required if all payments are exempt from the Transaction Fee); provided, however, that if total Transaction Fees due are less than \$50, a vendor may carry over the balance to the next reporting period.
 4. All information provided by the vendor is material and will be relied upon by the Department of Management Services in administering MyFloridaMarketPlace. Failure to file a report shall be deemed a representation by the vendor that it received no reportable payments for the period and that it owes no Transaction Fees. Any knowing and material misstatement shall be treated as fraudulent concealment from the State of the true facts relating to the conduct of the vendor's business with the State. A misrepresentation shall be punishable under law, and shall be grounds for precluding the vendor from doing future business with the State.
- C. Federal Financial Assistance
Contracts that are funded, in whole or in part, by federal financial assistance require the following, as applicable:
1. Compliance with OMB Circular A-133 – Audits of States, Local Governments and non-Profit Organizations
 2. Compliance with OMB Circular A-21 – Cost Principles for Educational Institutions (2 CFR, Part 220); A-87 – Cost Principles for State, Local and Indian Tribal Governments (2 CFR, Part 225); or A-122 – Cost Principles for Non-Profit Organizations, as appropriate (2 CFR, Part 230)
 3. Compliance with OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments
 4. Compliance with OMB Circular A-110 – Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (2 CFR, Part 215). This circular also applies to sub-awards made by state and local governments to organizations covered by the circular and provides that:
 - a. A grant may be charged only allowable costs resulting from obligations incurred during the specified funding period.
 - b. Any balance of un-obligated cash that has been advanced or paid that is not authorized to be retained for other projects must be refunded to the federal government.

- c. Any funds paid in excess of the amount to which the recipient is finally determined to be entitled, under the terms and conditions of the award, constitutes a debt to the Federal government.

VII. RECORDS REQUIREMENTS

A. Record Retention

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five (5) years in accordance with chapters 119 and 257, Florida Statutes, and the Florida Department of State Record Retention Schedule located at <http://dliis.dos.state.fl.us/recordsmgmt>. 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 to 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 (5) years from the date the audit report is issued, and shall allow the Department, or its designee, Comptroller, 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, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

B. Transfer of Records

Upon completion or termination of the Contract, the Provider shall cooperate with the Department to facilitate the transfer and return of records to the Department, at no cost to the Department. All records provided to or developed by the Provider for this Contract are the property of the Department.

VIII. GENERAL TERMS & CONDITIONS

A. Incorporated By Reference

When applicable, the Department's Invitation to Bid, Request for Proposal or Invitation to Negotiate that results in this Contract and the Provider's bid, proposal or reply are incorporated herein by reference.

B. Order of Precedence

In the event of a conflict, ambiguity or inconsistency among the Contract and any attachments and exhibits named herein that are attached hereto and incorporated by reference, such conflict will be resolved by applying the following order of precedence:

1. Contract document including any attachments, exhibits, and amendments;
2. The Request for Proposals, Invitations to Bid, Invitations to Negotiate, exhibits, and appendices, including any addenda;
3. Applicable Florida Statutes and Florida Administrative Code;
4. Department policy and manuals; and
5. The Provider's proposal, bid or reply as incorporated by reference.

If the Contract is silent on matters relating to health services, the Provider shall follow applicable law and Department policy and manuals.

C. Rights, Powers and Remedies

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

D. Third Party Rights

This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

E. P.R.I.D.E.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in sections 946.515(2) and (4), Florida Statutes. 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 this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.

12425 28th Street North, Suite 103

St. Petersburg, Florida 33716

Telephone (727) 572-1987

<http://www.pride-enterprises.org/>

F. Legal and Policy Compliance

1. The Provider shall comply with all local, state, and federal laws, rules, regulations and codes whenever work is performed under this Contract. The Provider shall also comply with and the Department will monitor and evaluate the services provided under this Contract in accordance with all Department policies, and procedures that are in effect on the date that this Contract is fully executed.
2. The Provider is not responsible for complying with subsequent changes to Department policies or procedure that may affect the services provided under this Contract unless the Department and the Provider negotiate otherwise. Such negotiation shall be reduced to writing through a contract amendment that is mutually agreed upon by both parties. However, the Department cannot waive a Provider's compliance to subsequent changes to any local, state, and federal laws, rules, regulations or codes.
3. The Provider shall obtain any licenses and permits required for services performed under this Contract and maintain such licenses and permits for the duration of this Contract.
4. Any and all waivers of Department policies, procedures, or manuals shall be reduced to writing and shall be maintained in the Contract Manager's file.

G. Convicted Vendor List

A Vendor, person or affiliate who has been placed on the Florida Convicted Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Department pursuant to section 287.133, Florida Statutes.

H. Discriminatory Vendor List

In accordance with section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List:

1. May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and
2. May not transact business with any public entity.

I. 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.

J. Assignments and Subcontracts

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 be deemed in any event to 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.

K. Sponsorship

If the Provider is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by City of Riviera Beach 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.

L. Products Available from Blind or Other Severely Handicapped 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 chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes. 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. http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/respect

M. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the 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, or labor disputes. 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, or labor disputes do not relieve the Provider from its responsibility under the Contract, for the health, safety and welfare for the youth assigned to it by the Department.

N. 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.
 - 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.
 - b. Automobile Liability Insurance shall be required and shall provide bodily injury and property damage liability covering the operation of all vehicles

used in conjunction with performance of this Contract, including hired and non-owned liability coverage:

- 1) With a minimum limit for bodily injury of \$250,000 per person;
 - 2) With a minimum limit for bodily injury of \$500,000 per accident;
 - 3) With a minimum limit for property damage of \$100,000 per accident; and/or
 - 4) With a minimum limit for medical payments of \$10,000 per person.
2. The Provider shall maintain Worker's Compensation and Employers' liability insurance as required by Chapter 440, Florida Statutes, 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 Contract shall not limit the types of insurance the Provider may desire 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 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. 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
 - c. All coverage required in this Contract.
- O. Suspension of Work
 The Department may, in its sole discretion, suspend any or all activities under the 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 the Contract. The Provider will not receive compensation during the suspension period for the services that are under suspension.
- P. Inspector General Requirements
1. Investigation
 Pursuant to section 20.055, Florida Statutes, 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 will ensure that all Provider staff, and its subcontractors, fully cooperate with the Office of the Inspector General staff and/or other Department staff conducting audits, investigations, or reviews. The Provider shall, as directed by the Department, conduct Program Reviews of incidents reported to the Department. Program Reviews will be conducted by Provider staff certified by the Department as Program Review Specialists.

2. Incident Reporting

Pursuant to Rule 63f-11.001-006, Florida Administrative Code, Central Communications Center, the Provider shall comply with all Department incident reporting requirements. 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 within three (3) business days of the arrest. This procedure shall require the imposition of corrective action for noncompliance. Programs must comply with the reporting requirements as outlined in the Department's incident reporting policy.

3. Background Screening

The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Provider shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, Florida Statutes and the Department's background screening policy (FDJJ 1800 Revised 10/27/14). Failure to comply with the Department's background screening requirements may result in termination of the Contract.

Q. Quality Improvement Standards

1. The Department will evaluate the Provider's program, in accordance with section 985.632, Florida Statutes, 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 (6) 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 standards assessing compliance with this Contract, local, state, and federal laws, rules, regulations and codes, as well as Department policies, procedures and manuals that are in effect on the date that this Contract is fully executed, unless otherwise negotiated in writing between the Department and the Provider.
4. The Provider may ensure a minimum of one (1) 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.

R. Monitoring

The Department will conduct periodic unannounced and 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. 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 any clients 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.

S. Financial Consequences

1. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with the FDJJ Policy #2000, and the Department Contract Monitoring Guidelines, Chapter 2, (available on the Department's website) for the following:
 - a. Failure to submit a Corrective Action Plan (CAP) within thirty (30) calendar days of the Monitoring Visit;
 - b. Failure to implement the CAP for identified deficiencies 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 timeframes.
2. By executing a Contract, 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 X per daily 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 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 that is outlined in section VIII., U., Dispute Resolution, of this Contract, outlining any extenuating circumstances that prevented them from correcting the deficiency(ies).

T. Confidentiality

1. Pursuant to section 985.04, Florida Statutes, 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 the 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 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 of this paragraph shall survive the Contract.

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.

U. 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.

V. 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.

W. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Provider, by execution of this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with the Department by any federal department or agency, pursuant to 34 CFR, Part 85, Section 85.510. The Provider shall notify the Department if, at any time during this Contract, it or its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contract with the Department by any federal department or agency. The list of excluded entities is available at <http://www.epls.gov/>.

X. 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 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.

Y. MIS Security

In accordance with Rule 71A-1.005 (1)-(5) F.A.C., Contractors, Providers, and Partners employed by the Department or acting on behalf of the Department shall comply with all applicable security policies, and employ adequate security measures to protect the Department's information, applications, data, resources, and services. When applicable, network connection agreements shall be executed for third-party network connections prior to connection to the Department's internal network.

Z. Information Resource Request

All Department contract Providers must receive written approval from the Department prior to purchasing any Information Technology (IT) Resources used in the performance of contractual obligations under this Contract. IT Resources are defined in Department Procedure FDJJ – 1205.01P (Revised 02/05/13), titled Information Technology Resource Planning and Management Procedures and is located on the Department's Internet at: <http://www.djj.state.fl.us/partners/policies-resources/departments-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 Contract Manager is responsible for serving as the liaison between the Provider and the

Department's Management Information System (MIS) bureau during the completion of the IRR process. The use of Contract funds for the purchase of IT Resource components must approved by the Contract Manager as appropriate and allowable under the terms of the Contract. The provider will not be reimbursed for any IT Resource purchases made prior to obtaining the department's written approval.

AA. 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.

IX. CAPTIONS

The captions, section numbers, article numbers, title and headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Contract, nor in any way effect this Contract and shall not be construed to create a conflict with the provisions of this Contract.

X. ATTACHMENTS AND EXHIBITS TO BE INCLUDED AS PART OF THIS CONTRACT:

Attachment I: Services to be Provided

Exhibit 1: Invoice

Exhibit 2: Youth Census Report

Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report

This Contract and all attachments and exhibits named herein that are attached hereto and incorporated by reference, represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**PROVIDER
CITY OF RIVIERA BEACH**

**STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: FRED SCHUKNECHT

TITLE: _____

TITLE: CHIEF OF STAFF

DATE: _____

DATE: _____

VENDOR NUMBER: 59-600417

SIGNED BY: _____

NAME: THOMAS MASTERS

TITLE: MAYOR

DATE: _____

SIGNED BY: _____

NAME: PAMELA H. RYAN

TITLE: CITY ATTORNEY

DATE: _____

SIGNED BY: _____

NAME: CLAUDENE L. ANTHONY, CMS

TITLE: CITY CLERK

DATE: _____

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

ATTACHMENT I SERVICES TO BE PROVIDED

I. GENERAL DESCRIPTION

A. Services to be Provided

The Provider shall implement and operate a Juvenile Detention Alternative Initiative (JDAI) Evening Reporting Center (ERC) program in Circuit 15, Palm Beach County for youth on intake, probation, post-commitment or conditional release status with pending delinquency proceedings, classified as moderate or moderate high risk to reoffend based on the Positive Achievement Change Tool (PACT) Pre-Screen or PACT Full Assessment, and court ordered to report to an ATSD Alternative to Secure Detention (ATSD) Evening Reporting Center for up to twenty-one (21) calendar days not to exceed thirty (30) calendar days. The Program shall ensure provision of a minimum of fifteen (15) slots up to a maximum of twenty (20) slots at any given time. The number of slots may fluctuate to allow Provider to fill to capacity based on service needs.

Youth shall be served by the ERC program from the time of court order until release by the Court.

The Provider shall deliver one (1) or more delinquency interventions (evidence-based, promising practices or interventions with demonstrated effectiveness, excluding any mental health or substance abuse treatment intervention as specified in Section III) at the ERC site that address the criminogenic risk factors associated with delinquency, and provide skills to improve pro-social decision-making, supervision, structured activities and support services, as defined in this Attachment I. Services shall be provided at a Department approved, Provider owned/leased facility in Circuit 15 located at 1550 West 28th Street, Riviera Beach, Florida, 33404.

B. General Description of Services

1. Court Order Placements:

- a. The Department will refer youth to the Program based on a court order. When the court determines that a youth is suitable for ERC placement based on eligibility criteria, the court order must include the following:
 - 1) specific directives to ensure expectations for appropriate and accurate monitoring of the youth while in an ERC placement and actions to be taken when a youth violates a ERC program placement;
 - 2) identification of the start and end dates for ERC placement; and
 - 3) language as to whether a youth has waived the twenty-one (21) days.
- b. Youth may be served for a time period of twenty-one (21) calendar days, not to exceed thirty (30) calendar days from the date of the referral from the Department.
- c. Court orders that exceed the above length of stay(s) shall be reviewed and approved by the Chief Probation Officer.

2. Length of Program Participation:

- a. The youth must be enrolled in the program within twenty-four (24) hours of the court order or department referral and will remain until:
 - 1) they have successfully completed the ATSD ERC placement, as directed by court order (twenty-one (21) days or less); or
 - 2) they have been unsuccessful in an ATSD ERC placement, and the court has made a determination to place the youth in secure detention pending court, or releases the youth to the Department or other program provider agency to supervise in another alternative community based supervision program;
 - 3) they are terminated from the system; and
 - 4) they have successfully completed the program are returned to the supervision of the department or provider agency.

3. Youth admitted to the program shall receive one (1) or more delinquency interventions (evidence-based, promising practices or interventions with demonstrated effectiveness, excluding any mental health or substance abuse treatment intervention as specified in Section III), programmatic cases management, community work site supervision, and support services, that are gender responsive and include restorative justice practices, which may include employment readiness, academic remediation, life skills training and experiential education.
 4. Services shall include one (1) or more delinquency interventions (evidence-based, promising practices or interventions with demonstrated effectiveness, excluding any mental health or substance abuse treatment intervention as specified in Section III). Provider delivered services are subject to education, licensure, degree requirements and applicable Florida rule requirements and DJJ Rule, Chapter 63N-1 requirements, as applicable to the intervention.
 - a. Delinquency interventions shall be designed to address criminogenic risk factors such as those listed below with the goal of determining the youth's risks and needs and providing services to directly address those issues.
 - 1) Prior Offenses
 - 2) Family Factors
 - 3) Education and Employment
 - 4) Peer Relations
 - 5) Leisure and Recreation
 - 6) Personality and Behavior
 - 7) Attitudes and Orientation
 - b. The Provider shall be responsible for programmatic case management, and identifying and removing roadblocks to successful service delivery.
 5. Services shall also include structured activities and support services beyond the delinquency intervention to include a community service component.
 6. The Provider shall work with the Department to support the youth's Department's Youth Empowered Success (YES) Plan, and orders of supervision, depending on the youth's status.
 7. All youth shall be required to complete provider identified and supervised community service activities and participate in program incentives that are developmentally and age appropriate.
- C. Balanced and Restorative Justice Approach
The Department's referrals will include youth of different gender and race; therefore, the Provider's services shall address the different ethnicities, races and gender-specific needs of all youth. Services shall be delivered consistent with the Balanced and Restorative Justice Approach adopted by the Department.
- D. Authority for Specific Contracted Program Services
Program components shall be in compliance with chapter 985, Florida Statutes, Rule 63D-5.001-.007, Supervision; 63D-6.001-.008, Non-Residential Programs; and Rule 63D-7.001- 009, Post-Residential Supervision, DJJ Rule, Chapter 63N-1.
- E. Service Limits
The Provider shall ensure that funds provided in this Contract will not be used to serve youth outside the eligible, target population as specified in section II., B., Youth Eligibility.
- F. Major Goal(s) of the Service
1. The Department's goal for an ATSD ERC is to deliver program services with structured activities pursuant to the youth's court order that prevent recidivism and continued involvement in the juvenile justice system.
 2. Effective programs facilitate a measurable and positive change in youth behavior, reduce favorable attitudes towards delinquent/criminal behavior(s), and provide youth with skills and tools to support these changes with the goal of preventing recidivism and/or future criminal involvement. Because the target population is at heightened risk for placement in a secure detention residential commitment

program, services include and strategies and techniques to engage the youth and his/her family by identifying their individual needs, alerting the Department when a mental health and substance abuse need is identified, and immediately report this information to the Department for further action.

3. Success in achieving these goals will be measured through the number and percentage of youth:
 - a. No failures to appear for court hearings;
 - b. No new law violations pending court or while participating in the program; and
 - c. No technical violations resulting in a secure detention placement.

G. Definitions

1. Balanced and Restorative Justice Approach - a philosophy that focuses on repairing harm caused to people and relationships by the criminal/delinquent act(s). Service(s) is delivered in a manner that holds youth accountable for their behavior and fosters a restorative community and culture where staff and youth are encouraged to participate in decision-making, conflict resolution, and community service and awareness activities that build leadership skills.
2. Chief Probation Officer (CPO) - the Department employee responsible for managing Probation program operations, and staff within each of Florida's twenty (20) judicial circuits.
3. Criminogenic Needs - critical factors identified during the assessment process, statistically proven to predict future criminal behavior.
4. Delinquency Interventions - are research proven strategies and tactics that provide delinquent youth with skills, training, and education to appropriately and responsibly respond to environmental, social, and familial triggers previously resulting in delinquent, criminal, and/or anti-social behavior(s). The purpose of implementing delinquency intervention is to prevent criminal and anti-social behavior; reduce recidivism for those already in the juvenile justice system and reduce youth dynamic/changeable risk factors (or criminogenic needs) proven to be the major cause(s) of juvenile criminal behavior. Under this Contract, delinquency interventions are evidence-based, promising practices or interventions with demonstrated effectiveness, excluding any mental health or substance abuse treatment intervention as specified in Section III).
5. Evening Reporting Center - is located and serves youth in high-referral neighborhoods by providing structured programs and services during the critical hours of the afternoon and early evening. ERC daily activities and programming are diverse, structured and designed to provide youth with needed support (e.g., tutoring, mentoring, social skills, employability skills, incentive recreational activities, victim impact and restoration). Transportation, meals, and relevant facilitated group curricula is provided by skilled staff. The program is supported through the collaboration of community-based organizations, city government, education, law enforcement, youth directed agencies, judicial partners, and others.
6. Evidence-Based Practice - treatments and practices independently evaluated and found to reduce the likelihood of recidivism, or at least two (2) criminogenic needs with juvenile offenders. The evaluation must have used sound methodology, including, but not limited to, random assignment, use of control groups, valid and reliable measures, low attrition and appropriate analysis. Such studies shall provide evidence of statistically significant positive effects of adequate size and duration. In addition, there must be evidence that replication by different implementation teams at different sites is possible with similar positive outcomes.
7. Gender-Specific/Responsive Services - services designed to meet the unique needs of boys and girls including gender identity development, identification of risk and protective factors that hinder pro-social and responsible decision-making, and skills competencies that promote responsible male/female behavior. Gender-specific services may include parenting; health and/or sexual education classes; and communication techniques utilizing a research based approach specific to boys/girls.

8. Juvenile Justice Information System (JJIS) - the Department's electronic information system, used to gather and store information on youth having contact with the Department.
9. Juvenile Probation Officer (JPO) - an employee of the Department responsible for the intake of youth upon arrest and the supervision of youth on court ordered supervision in the community. The JPO serves as the primary case manager for the purpose of managing, coordinating, and monitoring the services provided and sanctions required for each youth. When the duties of the JPO are part of a contracted service, the JPO will not be responsible for the duties required of a contracted provider.
10. Juvenile Probation Officer Supervisor (JPOS) - an employee of the Department or a contracted provider who provides first line oversight and management of the JPO. The JPOS is responsible for overall direction and guidance of the services provided by the JPO including, but not limited to reviewing the progress of cases, documenting compliance with law and court orders, and approving YES Plans and revisions to YES Plans. When the duties of the JPOS are part of a contracted service, the JPOS will not be responsible for the duties required of a contracted Provider.
11. Minority Services – services designed and delivered to address the unique needs of minority youth in a manner that recognizes the factors associated with disproportionate minority contact with the juvenile justice system.
12. Referral – referral occurs when the Department's Juvenile Probation Officer (JPO) books a youth in the Probation Resource Booking (PRB) system.
13. Skill-Building – programs providing instruction, practice, incentives, and other such activities aimed at developing skills that help youth control his/her behavior and participate in normative pro-social functions. The main forms of this are: behavioral programs, cognitive-behavioral therapy, social skills training, and challenge programs.
14. Structured Activities - any activity that allows youth to interact with positive peers, mentors, family members, employment, community service and other approved services which enhance the program experience for the youth, as well as enhance the safety of the community.

II. YOUTH TO BE SERVED

- A. General Description of the Youth to be Served
The program shall serve youth, who are court ordered to the ERC that would otherwise be in Secure Detention. Youth charged with felony or misdemeanor offenses are eligible for program services with the exception of youth with felony person offenses (serious injury to the victim and/or youth with a deadly weapon), sexual offenses, and capital life offenses.
- B. Youth Eligibility
Services shall be made available to youth ages thirteen (13) – eighteen (18) (less than thirteen (13) years of age on a case by case basis) placed on intake, probation, post commitment probation and conditional release that are referred by the Department and meet the following criteria:
 1. The youth shall reside and attend school within the targeted high referral neighborhood of the City of Riviera Beach. Zip codes: 33401, 33404, 33407 and 33410. Specific boundaries span from Northlake Boulevard to 36th Street and from Military Trail to Broadway.
 2. The youth shall be of moderate or moderate-high risk to re-offend based on the PACT Pre-Screen or PACT Full Assessment, which is conducted by the Department. Youth shall meet at least one (1) of the following additional criteria which may include:
 - a. Lack of supervision/parental control;
 - b. Ongoing, willful violation of supervision;
 - c. Poor school attendance, truancy, or academic participation;
 - d. History of absconding and/or curfew violations;

- e. Refusal, or history of failure to attend and/or participate in court ordered sanctions and conditions of supervision, such as counseling and/or treatment while on supervision; and
- f. Negative peer associations.

C. Youth Referral/Determination for Services

1. The Department will refer eligible youth for services and the Provider shall review referrals to ensure eligibility requirements are met.
2. The Department will forward referrals to the Provider utilizing the JJIS Probation Resource Booking (PRB) Module. Note: The Department will provide training in JJIS prior to the Contract start date to ensure the Provider's staff possesses the necessary training and permissions to access JJIS (documented by completing the Provider JJIS Access Agreement Form).
3. The Provider shall receive packet information from the Department that will include the following.
 - a. Expanded Face Sheet;
 - b. School information, (e.g. FCAT scores, Individual Education Plans [IEPs], 504 Plans, IQ scores or ratings [e.g. "normal"], grades, behavior and attendance records;
 - c. Arrest affidavit, violation of probation or transfer request;
 - d. PACT overview report
 - e. PACT YES Plan as applicable;
 - f. Release of Information forms;
 - g. History of employment and vocational training; and
 - h. Most recent Pre-Disposition Report (PDR).
4. If there is a dispute regarding the appropriateness of the referral, the DJJ Circuit 15 Chief Probation Officer or Assistant Chief Probation Officer will make the final determination for ERC program eligibility, and will notify the court accordingly.
5. Program admission must be initiated within the next business day of the time/date of the Department's referral in JJIS. It is expected that the youth will report directly to the ERC Provider on the date of the court order unless directed otherwise by the court, and the Department based on the referral. If the youth fails to show upon referral, the Circuit's Chief Probation Officer or Assistant Chief Probation Officer shall be contacted immediately.
6. The Provider is responsible for completing admission and entering placement of youth in JJIS within one (1) business day of initial face-to-face contact with the youth. Upon admission, each youth shall be immediately enrolled in one (1) or more delinquency interventions (evidence-based, promising practices or interventions with demonstrated effectiveness, excluding any mental health or substance abuse treatment intervention as specified in Section III).
7. If the Program is at capacity, the Provider shall send written documentation to the Department's Chief Probation Officer or Assistant Chief Probation Officer stating that the Program is at capacity along with the anticipated date a slot will be available. No youth shall be placed on a Waiting List.
8. Any referral disputes shall be forwarded in writing within two (2) business days of receipt of the referral to the Department's Contract Manager with copy to the Chief Probation Officer.
9. In the event the youth refuses to attend the program, the Provider shall immediately contact the Chief Probation Officer or Assistant Chief Probation Officer about the youth's refusal to attend the Program.
10. The Provider and the Department shall work cooperatively to engage the youth to attend the program pursuant to the court order.

D. Specify Limits on Youth to be Served

The following youth shall not be served under this Contract.

1. Youth pending competency review.
2. Youth twelve (12) years of age and under.
3. Youth with severe mental health issues that deter compliance.

4. Youth with out of county dependency placements/shelter.

III. SERVICE TASKS

A. Tasks to be Performed

The following service tasks shall be delivered to youth admitted to the ERC as follows:

1. Program Orientation

The Provider shall conduct an orientation for all youth and his/her parent(s) immediately upon the youth's admission to include, but not be limited to the following:

- a. delivery of a handbook or brochure detailing goals and services;
- b. review of the service planning process and copy of the ERC program schedule;
- c. telephone usage guidelines (including calls to the Florida Abuse Hotline);
- d. review of the State of Florida's Child Abuse Reporting procedures;
- e. program's policy on youth rights, incident and grievance reporting;
- f. transportation plan to and from ERC (provider vehicle, private vehicle, local school district, or public transportation);
- g. name, title, contact information for key staff;
- h. program's goals, expectations of the youth and his/her parents;
- i. emergency procedures;
- j. code of conduct and dress code; and
- k. description of the average length of stay in the program based on pre-or-post adjudication status (twenty-one (21) days – forty-five (45) days).

2. Service Planning

- a. The Provider shall work with the Department, the JPO and circuit staff to ensure that service delivery supports the goals of the youth's supervision plan.
- b. Part of Service Planning shall include the completion of Community Service activities. The required number of hours and the type of service activities shall be included on the youth's YES Plan. Note: This is not mandated for all youth and shall be determined on a case-by-case basis per the court order and in consultation with the youth's JPO. The JPO/Department has final say regarding this requirement.
- c. The Provider's staff shall identify, schedule and supervise youth participation in service activities and document youth participation via the youth's completion of a time record with his/her name, unique identification number, date of service and signature on a record of attendance for each service activity.
- d. When appropriate and consistent with the Department's goals for services, the Provider staff may identify, schedule, and supervise leisure activities (incentives) that promote responsible decision-making, allow youth to develop positive peer associations, and extend the Provider's opportunities to supervise the youth's activities in the community.

3. Delinquency Interventions for ERC's.

Youth admitted to the Program are required to participate in one (1) or more delinquency interventions.

1. Evidence-Based and Promising Practices Facilitated Group Training based, promising practices or interventions with demonstrated effectiveness, excluding any mental health or substance abuse treatment intervention) in accordance with the dosage and frequency as prescribed by the fidelity of the model as applicable.

Delinquency Interventions and other services that enhance and support the youth in responsible decision making and pro-social skills authorized under this Contract are as follows:

- a. Life Skills Training

The Provider shall coordinate with the Chief Probation Officer or Assistant Chief Probation Officer for the delivery of group life skills facilitated training. Youth will have the ability to use resources specific to deficiency areas noted in the assessment and work independently to master skills. Life skills training shall teach peace building, improve communication skills, increase a youth's self-esteem and build their confidence utilizing the Restorative Justice philosophy. Group Life Skills Training sessions shall cover topics relevant to youth, including, but not limited to: communication, self-esteem, restorative justice, needs inventory, understanding behavior, values, stereotyping, judgments, prejudice, conflict escalation conflict resolution, empathy and leadership.

b. Eight (8) To Great

The Provider shall deliver Eight (8) to Great, a flexible curriculum centered around teaching basic communication skills, decision making formula, bullying prevention, goals vs. dreams and gratitude ritual. This curriculum also focuses on teaching the application of social skills, preparing youth for service in school and the community, interviewing skills and applying the Eight (8) High-ways for daily personal use.

c. Career Exploration

The Provider shall cultivate career interests and exploration of required competencies and training needed for various careers. Career exploration services shall be provided to all youth participating in the Program who are sixteen (16) years and older, or who are enrolled in a GED or vocational curriculum and shall include topics such as: how to prepare a job resume, how to dress for an interview and assistance with obtaining job applications, etc.

d. Mentoring Services

The Provider shall deliver mentoring services specifically designed to be relationship based and ongoing, provided in a manner to help youth transition to adulthood by fostering a strong set of connections to pro-social adults and peers and a sense of belonging to their community. Overall, mentoring services should strive to instill a sense of permanency in the youth's life and maintain a long-term view towards the youth's well-being. A minimum of one (1) weekly mentoring activity must occur for each youth outside traditional business hours (i.e. on a weekend).

e. Homework Assistance and Tutoring

The Provider shall offer homework assistance and/or tutoring for a minimum of one (1) hour weekly, with school or vocational assignments and tutoring with focus on educational or vocational needs.

f. Impact of Crime Vignettes

The Provider shall deliver the Impact of Crime curricula to youth, which focuses on a Restorative Justice approach with the goal of helping offenders understand the harm they have created, and assisting them in taking personal accountability for their actions. Together, the victim, offender and the victimized community arrive at a viable solution to the repair the harm caused and the offender, and once the harm is repaired, the youth is subsequently reintegrated back into the community.

g. Socializing Skills for Success

The Provider shall teach prosocial skills to the youth that will include modeling, role-playing, performance feedback and generalization. The skill areas to be covered will include classroom survival skills, friendship making skills, skills for dealing with feelings, skill alternatives to aggression, and skills for dealing with stress.

h. Teaching Alternatives to Gangs (TAG)

The Provider shall deliver the Teach Alternative to Gangs (TAG) intervention, which is a gang intervention curriculum that targets highest risk factors while promoting protective factors that address areas such as anti-social peers, bullying, peer pressure, anger and aggression.

4. Programmatic Case Management

The Provider shall employ programmatic case management strategies that include delivering services aggressively to the youth, rather than passively offering services.

5. Program Supervision

The Provider shall ensure supervision of youth in the ERC program at all times to include youth participating in community service projects, outside structured activities or program incentives.

6. Youth Employment

In the event the youth is or becomes gainfully employed, the Provider shall immediately contact the Chief Probation Officer or Assistant Chief Probation Officer to ensure an appropriate plan is approved and in place to allow the youth to continue participating in her/her employment while participating in the ERC pursuant to the court order.

7. Meals and Snacks

The Provider shall serve snacks after school and a light evening meal (i.e. beverage, sandwich) to each youth. Meals shall be served family-style and a registered dietician shall approve the menu. Nutritious, well-balanced meals and snacks shall be prepared and served in a manner that ensures the needs of each youth are taken into consideration. Food services shall be provided in accordance with the U.S. Department of Agriculture's National School Lunch Program. The dietician or nutritionist shall be licensed in accordance with chapter 468, Florida Statutes.

8. Transportation

a. The Provider shall provide youth transport and daily transportation from the youth's school or designated bus stop to the program and to the youth's home/place of residence after program services.

b. Youth shall be transported by a Provider leased or owned vehicle, an approved program staff vehicle (vehicle must be inspected by the program director, have working seat belts, and be driven by a licensed and approved staff member), private vehicle (parent/guardian) or local school district public transportation.

c. Total transportation time between the youth's home and the Program facility may not exceed sixty (60) minutes each way unless mutually agreed upon by the Provider and the Circuit Chief in writing.

d. Transportation services shall be provided as a condition of receipt of funds under this Contract, but transportation services shall be included in the cost of this Contract and shall not be reimbursed separately from this Contract.

e. The Provider shall undertake efforts to minimize the amount of time any individual youth spends in transit to the program and may request the youth not be admitted due to transportation difficulties. Such permission must be requested in writing to the Chief Probation Officer, Assistant Chief Probation Officer, and shall be approved in writing (email acceptable).

- f. The Assistant Chief Probation Officer shall review, consider and approve in writing any requests for changes based on transportation difficulties presented by the Provider, and notify the court accordingly.
- g. Any disagreements shall be resolved by the Chief Probation Officer and Assistant Chief Probation Officer whose decision is final.

9. JJIS and Data Requirements

The Provider shall ensure the following tasks for the Department's Juvenile Justice Information System and data collection requirements are met throughout the term of this Contract.

- a. The Provider and subcontracted service Providers shall utilize the Department's Juvenile Justice Information System (JJIS) for data entry and shall monitor accuracy at all times.
- b. The Youth Placement Facility module shall be utilized to handle all referral acceptance, rejection and placement. Referrals made by the Department must be reviewed and either accepted or rejected. The Provider shall determine whether they will or will not work with the referred youth within the next business day of the referral.
- c. The Evidence-Based Treatment module in JJIS shall be utilized to track all evidence-based services delivered.
- d. The Youth Release module shall be used to complete all releases and is an up to date census for all youth currently being served. All youth receiving services from a subcontractor (program) must appear on the youth release module listing.
- e. Youth must be entered as "released" from the services in JJIS within twenty-four (24) hours of release.
- f. The Provider shall keep their own reports on all referrals (both accepted and rejected), placements (admissions), and releases with dates and reasons notated for each youth.
- g. Within the JJIS System, staff verification data shall be maintained by the Provider utilizing the Staff Verification System (SVS) module.
- h. Data Collection: At a minimum, the following data shall be collected and reported on a monthly basis to the Contract Manager and/or entered into JJIS as required throughout the term of this Contract:
 - 1) Demographic information of youth served: Name, date of birth, race, sex, DJJ ID number;
 - 2) Date of Youth admission for service, and date of discharge/release;
 - 3) Release reason for each youth admitted;
 - 4) Behavior characteristics of youth admitted to the program;
 - 5) Types of intervention services provided;
 - 6) Successful and Unsuccessful Completions: Note: Successful Completions is defined as having none of the following:
 - a) no failures to appear for court hearings;
 - b) no new law violations pending court or while participating in the program; and
 - c) no technical violations resulting in a secure detention placement.
- i. The Provider shall be responsible for the accuracy of the information inputted into the Juvenile Justice Information System. This responsibility is based on the Department's capability to provide access and utilization to the Provider.
- j. The Provider shall designate a lead staff person responsible for ensuring JJIS data entry, including admission and release dates. This staff person shall also be the main contact for the Department's Data Integrity Officer and the Office of Program Accountability.

- k. NOTE: The Department's Data Integrity Officer (DIO) will facilitate JJIS training prior to the anticipated Contract start date. The Data Reporting requirement is based on the Department's capability to provide access and utilization of JJIS to the successful Respondents.
- B. Task Service Limits
Services under this Contract are limited to youth placed on intake, probation, post-commitment probation and conditional release that are referred by the Department.
- C. Staffing/Personnel
The Provider and all personnel provided under this Contract, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Provider or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Provider shall provide copies of all current licenses or certificates required for the delivery of services under this Contract, to the Department's Contract Manager, prior to the delivery of services.
 - 1. Staffing Levels
The Provider staff shall maintain a minimum ratio of **1:10** for youth that shall not be exceeded during the term of this Contract. In addition, the Provider shall maintain a plan for recruitment and retention of staff, and maintaining staffing level ratios, that specifically addresses handling of vacancies and absences.
 - 2. Staff Qualifications
 - a. Direct Care Staff
Direct Care Staff shall be at least twenty-one (21) years of age and possess sufficient education and aptitude to pass the Department's required training programs. Documentation of compliance with this section shall be maintained in the employee's personnel file.
 - b. Education and Training Specialist
Staff shall possess a Bachelor's degree or an Associate's degree with two (2) years of experience working with youth. A combination of education and appropriate experience shall meet this qualification. Degrees must be conferred from an accredited college or university. Documentation of compliance with this section shall be maintained in the employee's personnel file.
 - c. Program Director
The Program Director shall possess, at a minimum, a Bachelor's degree from an accredited college or university, and shall have a minimum of one (1) year of supervisory/management experience.
 - 3. Provider Staff Training
 - a. Direct Care Staff Training
 - 1) All Provider direct care staff shall receive training consistent with the Department's Direct Care Staff Training Rule 63H-2.001-.008 F.A.C. prior to having supervisory responsibility for Department youth, and complete in-service training requirements. Training shall be specific to the functions and responsibilities of each staff member. Training must be provided by qualified personnel for the specific topic.
 - 2) At a minimum, staff shall be trained in the Department's policy FDJJ 2020 (dated 3/31/2014) on child abuse and incident reporting, Protective Action Response (PAR) Rule 63H-1.001-.016, Florida Administrative Code, CPR/First Aid, Positive Achievement Change Tool (PACT) overview with the YES Plan Overview, Juvenile Justice Information System (JJIS) and safeguarding client confidentiality and all statutory and Departmental requirements as set by the Department's Direct Care Staff Training policy and all subsequent changes.

- 3) At least one (1) individual on staff shall be trained in the Staff Verification System (SVS) component of JJIS, and the Department's Learning Management System.
 - 4) The Provider shall also ensure staff designated to provide delinquency interventions have received the required training prior to the delivery of evidence-based, promising practices or interventions with demonstrated effectiveness.
 - b. The Provider shall also provide the following training prior to the delivery of services to Department youth:
 - 1) Overview of the Florida's Juvenile Justice System and Evening Reporting Center services and programming.
 - 2) Client Confidentiality;
 - 3) Professionalism and Ethics;
 - 4) Gang-Awareness and Gender-Responsive Programming;
 - 5) Restorative Justice Philosophy;
 - 6) Cultural Competency;
 - 7) Trauma-Informed Care;
 - 8) Motivational Interviewing (MI);
 - 9) Medication Self Administration; and
 - 10) Emergency Planning and Disaster Drill Procedures.
 - c. The Provider is responsible for all training costs associated with this Contract. Provider staff training shall be accomplished in accordance with the requirements contained herein, and shall be coordinated with the Department. Any training to be provided by the Department shall be coordinated with the Department's Contract Manager.
 - d. All staff delivering services to Department youth must have in his/her personnel file, maintained by the Provider, documentation demonstrating successful completion of Department required training, documentation of required training for the delinquency intervention to be provided, documentation of a background screening conducted by the Department's Office of the Inspector General, 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 Contract Manager or Monitor.
4. Staffing Changes
- Changes to staff and the staff qualifications required in this Contract are not authorized. Final staffing shall be determined by the Provider and approved by the Probation HQ JDAI State Coordinator. Upon approval of staffing, (email acceptable) a copy shall be sent to the Contract Manager. All staffing hired for this Contract must undergo background screening prior to working with youth referred for services under this Contract.
- a. The Provider shall have and utilize a written back-up plan for staffing absences and/or vacancies to ensure provision of adequate qualified staff to fill-in for staff who may be absent from work (e.g. unexpected emergency, illness, or vacation) to ensure services to youth will not be canceled or rescheduled.
 - b. The Provider agrees to notify the Department's Contract Manager in writing (e-mail acceptable) within two (2) business days when a required staffing position becomes vacant. Planned staffing changes that may affect service delivery, as stipulated in this Contract, must be presented in writing to the Contract Manager at least three (3) calendar days prior to the implementation of the change.
 - c. The Department expects during the time of the vacancies, the youth receiving services under this contract shall receive services

uninterrupted and the Provider shall ensure the position is filled within thirty (30) days.

5. Staff Background Checks

- a. The Provider and all staff shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Provider and all staff shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, Florida Statutes and the Department's background screening policy. Failure to comply with the Department's background screening requirements may result in termination of this Contract.
- b. A background screening shall be completed in accordance with the Department's Background Screening Policy and Procedures on all newly hired staff, including subcontractor staff and provided to the Contract Manager prior to the initiation of employment to provide services under this Contract.
- c. The Provider shall ensure staff, including subcontractor staff, obtain the required five (5) year background re-screening every five (5) years from the date of their approval to work at the facility in accordance with the Department's statewide procedure. Five (5) year re-screenings shall not be completed more than twelve (12) months prior to the original screening approval date. Results of re-screenings shall be provided to the Contract Manager.
- d. The Provider shall notify the Background Screening Unit when their employee or subcontractor employees are no longer providing services under this Contract.

D. Service Times and Location

1. Service Location

The ERC Program shall be located at 1550 West 28th Street, Riviera Beach, Florida 33404 in Circuit 15. The Program shall be provided in a Provider-owned or leased facility. The facility shall have adequate space to provide required interventions and other services and maintain confidential records.

2. Service Times

Services, including transportation shall be provided five (5) days per week from approximately 2:45 p.m. to 8:30 p.m. Eastern Time (Monday through Friday) plus one (1) Saturday a month for community activities, with service days not to exceed two hundred sixty-two (262) days per year per filled slot. Services are not required on State Holidays.

3. Changes to Service Locations/Times

The Provider may make changes to the facility location and service times only upon written notification to, and approval by, the Chief Probation Officer. The Provider shall submit a request for written approval prior to any changes. Approval must be obtained in writing from the Department's Contract Manager with a copy to the Chief Probation Officer, prior to any such changes.

IV. **PROPERTY AND FACILITY STANDARDS**

A. Non-Expendable Tangible Personal Property

1. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
 - a. Expenditure of funds provided by the Department under a cost-reimbursement Contract.
 - b. Expenditure of funds provided by the Department as pre-operational.
 - c. Expenditure of funds provided by the Department as operational expense dollars.
2. All state-furnished property acquired by the Provider through funding sources

identified above, with a cost of \$1,000 or more and lasting more than one year, and hardback-covered bound books costing \$250 or more, shall be accounted for in accordance with chapter 10.300, Rules of the Auditor General. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted or determined surplus under the terms of this Contract, shall be returned to the Department upon Contract termination. Any replacements shall be in equal or greater value when returned to the Department.

3. Upon delivery of Department-Furnished Property to the Provider, the Provider assumes the risk and responsibility for its loss and damage.
4. All state-furnished property with a cost of \$100 or more, but less than \$1,000 shall be accounted for by the Provider using a system developed by the Provider and approved by the Department. The Provider property accountability system shall contain, at a minimum: item number; item description; physical location of the property; serial or manufacturer's number; name, make, or name of manufacturer; model year; date purchased; method of procurement; and condition of property. The system shall be designed to reflect any changes to the status of property such as condition or disposition. All such property shall be either returned to the Department upon Contract termination or disposed of as instructed by the Department. Any replacements shall be in equal or greater value when returned to the Department.
5. The Provider shall submit to the Contract Manager, on a quarterly basis, a listing of all items purchased that quarter for the program. The listing shall include a statement as to whether the items were purchased with Department or Provider funds and include supporting documentation of funds used.
6. The Provider shall not dispose of state-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
7. The Provider shall not use any state-furnished property for any purpose except the delivery of services identified in this Contract.
8. The Provider shall submit a final inventory report for approval by the Department at conclusion of this Contract.
9. The Provider shall submit an annual joint inventory report of all state-furnished property and all Provider-owned property located at the facility to the Contract Manager.
10. The Provider shall report annually to the Contract Manager an inventory of all State-titled vehicles or other vehicles purchased with State funds. The Provider shall maintain a monthly vehicle log for each vehicle and submit the completed log to the Contract Manager by the 5th day of each month. When utilizing State-furnished vehicles the Provider shall comply with the Department's Vehicle Operations Policy and Fleet Management Manual.
11. The Department found it necessary to purchase property through the Provider as opposed to direct acquisition for the following reason(s):
 - a. The property is solely intended for use by the Provider in the delivery of the contracted services or the same or different Providers under subsequent continuing Contracts intend continued use of this property throughout its useful life. It is not intended for direct use by Department staff.
 - b. The property is critical to the delivery of the contracted services and the Department more appropriately identifies the cost as a Contract cost rather than Operating Capital Outlay.
 - c. Direct purchase by the Provider is more efficient than Department purchase, which would include additional costs for storage, delivery, retrieval, disposal, etc.

B. Facility Standards, Property, Maintenance and Repair

This facility is Provider owned or leased. The Provider shall comply with standards required by fire and health authorities. The Provider shall ensure that all buildings and grounds, equipment and furnishings are maintained in a manner that provides a safe, sanitary and comfortable environment for youth, visitors and employees.

V. DELIVERABLES

A. Service Units/Deliverables

The service units to be delivered under this Contract are Filled Program Slots. A filled slot is a program slot occupied by a youth who is participating in ERC program services in accordance with specific requirements as specified in Attachment I. The youth in a filled slot shall be reflected on the monthly census report. The Department will only pay for filled slots.

1. The Provider shall submit a monthly invoice with sufficient documentation to fully justify payment for the deliverables/service units delivered the previous month.
2. Failure by the Provider to promptly report and document deliverables as required shall result in a reduction in the monthly invoice.
3. The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract.
4. Invoices for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
5. It is the responsibility of the Provider to notify the Department when the Contract slots are not available. It is further the responsibility of the Provider to reduce the monthly invoice when slots are not available; however, the Department reserves the right to reduce the monthly invoice if the Provider fails to do so.
6. Failure by the Provider to promptly report and document deliverables as required shall result in a reduction in the monthly invoice.

VI. REPORTS

The following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

City of Riviera Beach	Department of Juvenile Justice
Rashaun Brooks, Accounting Specialist	Linda Lynn, Contract Manager
600 West Blue Heron Blvd., Admin. Bldg, Suite C-114	1800 St. Mary Ave.
Riviera Beach, FL 33404	Pensacola, Florida 32501
Telephone: (561) 845-4043	Telephone: (850) 595-8253
Fax: (561) 845-8843	Fax: (850) 595-8516
Email: rbrooks@rivierabch.com	Email: linda.lynn@djj.state.fl.us

After execution of this Contract, any changes in the information contained in this section will be provided to the other party in writing, shall be sent by United States Postal Service or other delivery service with proof of delivery, and a copy of the written notification shall be maintained in the official Contract record. All notices required by this Contract or other communication regarding this Contract shall be sent by United States Postal Service or other delivery service with proof of delivery.

The Department will require the following progress or performance reports throughout the term of this Contract.

A. Invoice

A properly prepared invoice shall be submitted directly to the Contract Manager within ten (10) business days following the end of the month for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, Florida Statutes and any interest due shall be paid pursuant to section 55.03(1), Florida Statutes. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted

if a Provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 800-848-3792.

- B. Youth Census Report
A complete list of youth who were provided services required under the terms and conditions of this Contract during the service period detailed on the invoice shall be furnished. At a minimum, the Census Report shall include the youth's name, juvenile justice identification number, date(s) of service, and the service required by the Contract that was provided.
- C. Proof of Insurance
A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in this Contract.
- D. Subcontract(s)
A copy of all subcontracted agreements entered into by the Provider and a subcontractor for services required of the Provider via this Contract shall be submitted to the Department in advance for review. A signed copy of the subcontract reviewed by the Department shall be provided to the Department's Contract Manager prior to the delivery of service to Department youth and payment to the subcontractor.
- E. Organizational Chart
The Provider's organizational chart shall be provided upon execution of this Contract annually, and upon changes. The organizational chart shall include the programmatic and administrative structure of the Provider's organization.
- F. Staff Vacancy Report
The Provider shall provide a complete list of all vacant program positions required by this Contract, and include the position title, position number, date of vacancy, and position description. The Provider shall provide the Department's Contract Manager with an explanation for vacancies, which exceed ninety (90) calendar days. Services shall be provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant.
- G. Certified Minority Business Enterprise (CMBE)
The Provider shall submit to the Contract Manager, along with each monthly invoice, a copy of the Florida MBE Utilization Report – available at: <http://www.djj.state.fl.us/providers/contracts/index.html>, listing all payments made for supplies and services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.
- H. Continuity of Operations Plan (COOP)
Prior to the delivery of service, the Provider shall submit a COOP, which provides for the continuity of Contract services in the event of a manmade/natural disaster/emergency. The Department approved Plan format can be found on the Department's website. Additional information can be found in *FDJJ 1050, Continuity of Operations Plans*.
- I. Monthly Summary Report
The Provider shall submit a monthly report for each youth admitted to the program which details the intervention services and activities provided over the past thirty (30) calendar days, the number of days the youth received services, the youth's progress in meeting goals of the court order, incidents, and a summary of the youth's efforts.
- J. Incident Reports
The Provider shall comply with Departmental Policy FDJJ 2020 regarding the Central Communications Center (CCC). The Provider shall report incidents ensuring that all designated incident types are reported to the CCC immediately or at least within two (2) hours of learning of the incident.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO
Invoice	Monthly	10 th day of the following reporting month	Contract Manager

Youth Census Report	Monthly	10 th day of the following reporting month	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution	Upon execution	Contract Manager
Staff Vacancy Report	Monthly	10 TH day of the following reporting month	Contract Manager
MBE Utilization Report	Monthly	10 th day of the following reporting month	Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to delivery of services and July 1	Contract Manager
Monthly Summary Report	Monthly	10 th day of the following reporting month	Contract Manager and JPO
Incident Report	Upon Each Occurrence	Immediately, within two (2) hours of occurrence	Central Communications Center (CCC)

Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Contract Manager will approve or reject deliverables and reports.

K. Report Receipt and Documentation

The Provider shall submit written reports with all required documentation within the timeframes listed above to become eligible for payment.

VII. PERFORMANCE MEASURES

Listed below is the key Performance Measure/Outcome, with minimum standards of performance, deemed most crucial to the success of the overall desired service delivery. The Provider shall ensure that the stated performance measures and standards (level of performance) are met. Performance shall be measured annually, after the first year service has been fully implemented.

A. Performance Outcome

GOAL: 100% of enrolled youth shall successfully complete the program.

MEASURE: This percentage will be calculated by taking the number of youth who successfully completed the program divided by the number of youth referred and accepted by the program. NOTE: (Successful Completion defined as having **none** of the following:

1. no failures to appear for court hearings;
2. no new law violations pending court or while participating in the program; and
3. no technical violations resulting in a secure detention placement.

MINIMUM STANDARD: 90% of enrolled youth shall successfully complete the program.

B. Outcome Evaluation

1. The Provider, throughout the term of this Contract, shall document compliance with required service tasks, performance and provide documentation of such for

inspection via contract management, annual program monitoring, and quality improvement inspections and deliver findings in applicable reports.

2. The evaluation will use the process and outcome data collected throughout the duration of this Contract to determine the effectiveness of the services.
3. The results may be used in evaluation of the service needs or the Provider's performance when considering future contract renewals and funding.




EXHIBIT 1
FLORIDA DEPARTMENT OF JUVENILE JUSTICE
INVOICE FOR FIXED PRICE OR FIXED FEE CONTRACT/GRANT

Contract #10295

SECTION I:

Provider (Payee) Name: _____	Contract/Grant No.: _____
Remittance Address: _____	¹ Invoice Number: _____
Program Name: _____	Invoice Date: _____
Service Address: _____	Service Period From: _____
FEID#: _____	Service Period To: _____

SECTION II:

A	B	C	D	E
Unit of Service or Description	Total Number of Units	Total Number of Days	Unit Costs	Total Costs
Payment Amount Requested 				

SECTION III:

CERTIFICATION

- I certify that the expenditures incurred under this contract/grant are for commodities or services, which are reasonable, necessary, allowable and allocable, and the expenditures directly relate to the purpose of the contract/grant.
- I certify that the services this individual or entity have provided services in accordance with the terms and conditions specified in the contract/grant.
- I certify that this individual or entity, in accordance with the terms and conditions specified in the contract/grant, maintains any documents and proof of payment supporting the expenditures.

Signature of Provider Agency Official _____	Type or Print Name & Title _____	Telephone & Ext. _____	Date _____
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SECTION IV:

FOR DEPARTMENT USE ONLY

Date Invoice Was Received	Date Goods Or Services Were Received	² Date Goods Or Services Were Inspected And Approved		SIGNATURE & TITLE Of Person Approving Invoice For Payment		PRINT Name Of Person Approving Invoice		Telephone #	Signature/Date		
Org Code		Exp Option		Object Code		Amount		Org Code	Exp Option	Object Code	Amount
1.						\$		4.			\$
2.						\$		5.			\$
3.						\$		6.			\$

¹Assigned by the Provider or use the Contact number/2-digit month/2-digit year format. For example, the invoice number for March 2011 for contract X1234 would be "X1234/03/11". The invoice number must match the number on the "Summary of Contractual Services Agreement/Purchase Order" form.

²Goods/Services have been satisfactorily received and payment is now due.

[illegible]

NO. OF DAYS = HOUSING (H) _____

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EXHIBIT 3
FLORIDA MBE UTILIZATION REPORT

CONTRACT #: _____ **CONTRACT MANAGER:** _____

REGION: _____ **CIRCUIT:** _____ **LOCATION (COUNTY):** _____

PROGRAM NAME: _____

PROVIDER NAME: _____ **INVOICE MONTH:** _____

ADDRESS: _____ **INVOICE AMOUNT:** _____

TELEPHONE: _____ **CONTRACT AMOUNT:** _____ **(ANNUAL) BUSINESS CLASSIFICATION CODE** _____

**** (ENTER CODES H through R FROM SCHEDULE BELOW, AND FILL IN LINES 1 through 5 IN THE SUBCONTRACTOR TABLE)**

Business Classification

A – Non Minority
B – Small Bus (State)*
C – Small Bus (Federal)
E – Government Agency (local)
G – P.R.I.D.E. M – Non Minority Women
(Formerly American Women)

Certified MBE**

H – African American
I – Hispanic
J – Asian/Hawaiian
K – Native American
R – Non Minority Women
(Formerly American Women)

Non Certified MBE**

N – African American
O – Hispanic
P – Asian/Hawaiian
Q – Native American

Non Profit Organization

S – 51% or more Minority
T – 51% or more Minority
Workforce

INSTR

(*Defined as 200 employees or less, \$5 million or less net worth and domiciled in Florida)

	ENTER MBE SUBCONTRACTOR NAME	SPURS, SSAN, OR FEID VENDOR #	CMBE/ MBE CODE (H-R)	SUBCONTRACTED PLAN AMT.	AMT. PAID TO MBE SUBCONTRACTOR IN THE CURRENT MONTH	SUBCONTRACT PLAN BALANCE
1						
2						
3						
4						
5						

PROVIDER CERTIFICATION: I certify that the above information is true and correct to the best of my knowledge.

PROVIDER SIGNATURE: _____ **TITLE** _____

PRINT NAME: _____ **DATE:** _____