

## Exhibit 2

### CONTRACT BETWEEN

STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE

AND

BROWARD COUNTY

**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 **BROWARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "**Provider**"), whose address is **GOVERNMENTAL CENTER, 115 SOUTH ANDREWS AVENUE, ROOM 318, FT. LAUDERDALE, FLORIDA 33301**, to provide Civil Citation assessment services to youth as outlined in Attachment I. Services are to be delivered in Circuit 17, Broward 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, as applicable, 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 (8 U.S.C. 1324 a) and Section 101 of the Immigration Reform and Control Act of 1986. The Provider shall verify the employment eligibility of Provider employees through The United States Department of Homeland Security's E-Verify system as stipulated in the "The E-Verify Program for Employment Verification" Memorandum of Understanding and other applicable guidelines of the U.S. Department of Homeland Security. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.
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 **May 7, 2014**, or upon full execution, whichever is later, and shall end at 11:59 p.m. on **April 30, 2017**. 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 IV, B, Reports. Changes to the contacts 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

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, Department of Juvenile Justice'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

The Department will pay the Provider for each Civil Citation assessment, in arrears, at a rate of \$253.33 per assessment.

Total compensation under this Contract shall not exceed \$569,992.50 for the three year term of the Contract with services reimbursed as set forth below:

Not to Exceed \$ 31,666.25 for services between May 7, 2014 and June 30, 2014 (FY 2013-14).

Not to Exceed \$189,997.50 for services between July 1, 2014 and June 30, 2015 (FY 2014-15).

Not to Exceed \$189,997.50 for services between July 1, 2015 and June 30, 2016 (FY 2015-16).

Not to Exceed \$158,331.25 for services between July 1, 2016 and April 30, 2017 (FY 2016-17).

Total Contract Amount Not to Exceed: \$569,992.50

##### 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, Florida Statutes.

4. Options

The Department has the option to modify the Contract in the event the Department's needs for service/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 the 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. 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. For user accounts, the Provider is responsible for reimbursing the Department for the cost of maintaining these accounts in the amount of \$35.00 per concurrent user within the DJJ fiscal year or any portion thereof. Fees for additional concurrent users of the system are due within one (1) month of adding the user. All user accounts expire on June 30 and must be renewed. Payment of

these costs shall be made to the Department as specified in Attachment L, which may be found at: <http://www.djj.state.fl.us/Providers/contracts/index.html> and are due within one (1) month of the Contract start date and annually on July 1 thereafter for the life of the Contract.

8. Prison Rape Elimination Act (PREA) On-line Course

Provider staff and volunteers must take the Prison Rape Elimination Act (PREA) on-line course within sixty (60) days from the Contract execution date and/or every two years for the term of the contract. The course is available on the Department's learning management system (Course FDJJ 1520). A copy of each individual's Certificate of Completion should be maintained in the individual's official personnel file (FDJJ Policy 1919).

#### IV. CLAIMS

- A. The Provider shall assist in the investigation of injury or damages either for or against the Department of Juvenile Justice as it pertains to Broward County's respective areas of responsibility or activities under this Contract, and shall communicate with the Department regarding the legal actions deemed appropriate to remedy such damage or claims.
- B. Except as otherwise prohibited by law, the Provider is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, and the intentional act or omissions of its officers, employees, and agents thereof, including volunteers, vendors and subcontractors. 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 IV.B., 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 thirty (30) 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 notice 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.

E. Scrutinized Companies List

In executing this Contract, the Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135(5), Florida Statutes, the Provider agrees the Department may immediately terminate this Contract for cause if the Provider is found to have submitted a false certification or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

## VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

The Department has determined that this is a Vendor Contract.

### Vendor Contracts - MyFloridaMarketPlace Transaction Fee (IS NOT APPLICABLE FOR THIS CONTRACT)

- A. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, 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.

## 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://dls.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 28<sup>th</sup> 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. Scrutinized Companies List

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statute, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

J. 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.

K. 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.

L. 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 Broward County 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.

M. 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](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/respect)

N. 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.

- O. Insurance  
The Provider is a public entity subject to Section 284.30 , Florida Statutes, and Section 768.28, Florida Statutes.
- P. 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.
- Q. 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 5/21/12). Failure to comply with the Department's background screening requirements may result in termination of the Contract.
- R. 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.

S. 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.

T. 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.
  - Monthly Invoice Amount (for each month in non-compliance) x 1% = financial consequence

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 V., Dispute Resolution, of the Contract, outlining any extenuating circumstances that prevented them from correcting the deficiency(ies).

U. 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 April 14, 2000), if applicable under this Contract.

V. 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.

W. 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.

X. 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/>.

Y. Property

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.

Z. 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.

AA. Information Resource Request

All Department contract providers must receive written approval from the Department prior to purchasing any Information Technology Resource (ITR) used in the performance of contractual obligations under this Contract. The Provider agrees to secure prior written approval by means of a Department Information Resource Request (IRR) form before the purchase of any ITR. 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 IRR form is available in the Department's Forms Library. The use of Contract funds for the purchase of ITR components must be approved by the Contract Manager as appropriate and allowable under the terms of the Contract. The Provider will not be reimbursed for any ITR purchases made prior to obtaining the Department's written approval.

**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: Florida MBE Utilization Report

Exhibit 3: Civil Citation Assessments Monthly Summary 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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

PROVIDER  
BROWARD COUNTY

STATE OF FLORIDA  
DEPARTMENT OF JUVENILE JUSTICE

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

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

NAME: \_\_\_\_\_

NAME: CHRISTY DALY

TITLE: \_\_\_\_\_

TITLE: DEPUTY SECRETARY

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

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

VENDOR NUMBER: F59-6000531

Reviewed and approved as to form:  
Joni Armstrong Coffey, County Attorney

By K. Gordon  
Karen S. Gordon, Assistant County Attorney

By Angela J. Wallace 4/28/14  
Angela J. Wallace, Deputy County Attorney

**ATTACHMENT I  
SERVICES TO BE PROVIDED  
CIVIL CITATION ASSESSMENT SERVICES**

**I. GENERAL DESCRIPTION****A. General Overview**

The Department requires that assessments be conducted for youth who receive a Civil Citation from law enforcement agencies in Circuit 17, Broward County. The Provider shall provide services in a manner consistent with Chapter 985.12, Florida Statutes, and Department of Juvenile Justice Civil Citation Model Plan.

**B. Description of Services**

The Provider shall conduct assessments of youth who have received Civil Citations utilizing the Department approved assessment tool and interviewing process to determine which Civil Citation program would best decrease the youth's risk factors, increase protective factors, prevent future delinquent acts, and/or determine if mental health or substance abuse assessment and/or treatment is indicated.

**C. Authority**

Pursuant to Chapter 985.12, Florida Statutes, Civil Citation programs must be established to allow any law enforcement officer, upon making contact with a youth who admits having committed a misdemeanor, to issue a Civil Citation.

**D. Limits on Services**

Services shall be limited to youth issued Civil Citations from a Circuit 17 municipal law enforcement agency or Broward Sheriff's Office.

**II. YOUTH TO BE SERVED****A. Youth to be Served**

The Provider shall conduct assessments for eligible youth issued a Civil Citation who either reside in Broward County or were given the Civil Citation by a Broward County law enforcement agency.

**B. Youth Eligibility**

Eligible youth shall be youth who are under the age of 18 and are issued a Civil Citation from a Broward County law enforcement agency or who reside in Broward County-Circuit 17 and were issued a Civil Citation from a law enforcement agency outside of Broward County - Circuit 17. The Department's Juvenile Assessment Center Detention Screening staff shall verify for law enforcement the youth's eligibility to receive a Civil Citation.

**C. Youth Referral/Determination**

Youth eligible for services shall be referred by a law enforcement agency. Date of referral is the date the Civil Citation is received by the Provider.

**D. Limits on Youth to be Served**

Services shall only be provided to youth who have received a Civil Citation from a law enforcement agency and reside in Broward County.

**III. SERVICE TASKS****A. Services to be Provided**

All services shall be delivered in accordance with this Scope of Services, Chapter 985.12, Florida Statutes, and in a manner consistent with the Department of Juvenile Justice Civil Citation Model Plan.

**B. Civil Citation Assessment Services**

1. Referrals for Civil Citation shall be received by the Provider via fax or email from Broward County law enforcement after law enforcement has verified with the Juvenile Assessment Center Detention Screening staff that the youth is eligible for a Civil Citation using the Juvenile Justice Information System (JJIS).
2. The Provider shall also review the Civil Citation and the youth's record to determine if the youth meets the eligibility requirements for a Civil Citation as stated in the Department of

- Juvenile Justice Civil Citation Model Plan. If the youth is not eligible, the Provider shall notify the referring law enforcement agency per the Circuit 17 Civil Citation Procedures.
3. If the youth is eligible the youth and/or his parents/guardians have 7 business days from issuance of the Civil Citation to contact the Provider. If the youth and/or parents/guardians have not contacted the Provider within 7 business days of issuance of the Civil Citation, the Provider shall contact the youth's parent/guardian, explain the Civil Citation program and make arrangements to meet with the youth and the youth's parent/guardian, at a location convenient for the youth and the parent/guardian, to conduct a face-to-face assessment using the Prevention Assessment Tool (PAT). The PAT is an assessment tool designed to address both criminogenic needs and protective factors. The use of any other assessment tool must be approved by the Department. The Provider shall complete the PAT and Civil Citation packet (as described in Section III. B.4.b.) within fourteen (14) business days of receipt of the Civil Citation referral from Broward County law enforcement agency.
  4. Documentation Requirements
    - a. The Provider shall ensure that all service tasks performed for each Civil Citation youth referred are documented.
    - b. The Provider shall ensure that a complete Civil Citation packet for every youth eligible for Civil Citation, at a minimum, include the following:
      - 1) Civil Citation and Agreement form;
      - 2) Release/consent form signed by parent/guardian;
      - 3) Completed PAT, or other assessment tool approved by the Department;
      - 4) Verification of Eligibility Form documenting that youth is eligible for the Civil Citation program;
      - 5) Identification of location on PAT of where the face-to-face assessment was conducted; and
      - 6) Other required documents requested by the Provider [the Civil Citation Coordinating Entity (CCCE)] and approved by the Chief Probation Officer.
  5. Reports

On a monthly basis, the Provider shall submit a Civil Citation assessment Monthly Summary report of all youth for whom an assessment was conducted to the Contract Manager. The report shall include:

    - a. Youth's Name;
    - b. Youth's JJIS ID number;
    - c. Date of Referral;
    - d. Date Provider Initiated Contact
    - e. Date the Civil Citation assessment was completed; and
    - f. Name of the staff who conducted the Civil Citation assessment.

This monthly summary report shall accompany the invoice.
  6. Other Services
    - a. The Provider shall develop written policies and procedures that are consistent with Department policies and procedures, Department Civil Citation Model Plan, Florida Statutes and Administrative Rules, and the Contract.
    - b. The Provider shall coordinate with the Department regarding public information and requests from other agencies to ensure compliance with the State of Florida's public record laws.
    - c. Client Files and Records: The Provider may keep all client files and records electronically on a secure server with backup. Records shall be kept confidential as per Section VIII, Terms and Conditions, Paragraph U, Confidentiality. The Provider shall provide any DJJ staff hard copies of records upon request.



C. Limits on Services to be Provided

The Provider shall only request reimbursement for Civil Citation assessments in accordance with this Contract. Any services not specified herein are not eligible for payment.

D. 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 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 shall ensure the constant presence of sufficient qualified staff to provide Civil Citation assessments for youth eligible for Civil Citation services.

2. Staff Qualifications

- a. Provider staff conducting Civil Citation assessments shall have a Bachelor's Degree in Criminal Justice, Social Work, Psychology, or a related degree. When hiring staff to perform services under this Contract, the Provider shall grant preference for prior experience working with adjudicated or at-risk youth.
- b. The Civil Citation assessment staff shall be supervised by supervisory/managerial staff that possesses a Bachelor's Degree in Criminal Justice, Social Work, Psychology or a related degree and experience working with youth. The supervisory/managerial staff shall be locally available to the Provider's staff conducting assessments. When hiring supervisor/managerial staff under this Contract, the Provider shall grant preference for prior experience working with adjudicated or at-risk youth. The supervisor/managerial staff position shall ensure that services provided meet Department standards and all required documentation for Civil Citation assessments are completed in a timely and complete fashion.

3. Staff Training

- a. All Provider staff having direct contact with youth shall successfully complete JJIS, Motivational Interviewing, Department approved assessment tool, PAR, CPR, First Aid, Civil Rights, Prison Rape Elimination Act, Information Security Awareness, Safety, and other mandatory training as specified in Florida Administrative Rule 63H-2.004 or Department procedures or policies.
- b. The Department provided PAR, Motivational Interviewing and JJIS training shall be conducted for Provider staff contingent upon the Department's availability to provide training. All other training for Provider staff shall be provided internally by the Provider with documentation submitted to the Department's Office of Staff Development and maintained in the employee's file.
- c. The Provider shall comply with 63H-1.001-.016; 2.001-.008, Florida Administrative Code and Department training required by this Contract, and certify the necessary staff as Instruction Techniques Workshop (ITW) trainers to ensure in-house training capabilities.

4. Changes in Staffing

The Provider shall provide a written request to the Department's Contract Manager and Chief Probation Officer to request a waiver of the above professional qualifications. Waivers of the above professional qualifications shall be granted only when it is determined to be in the best interest of the Department, and must be approved in writing by the Regional Director and the Chief Probation Officer.

E. Service Location/Times

1. Service Location

Services shall be provided at the youth/parent/guardian's home or at a location convenient for the youth and the parent or guardian or at the following locations:

Broward County Civil Citation Program (Main Office)  
Broward County Government Center  
115 South Andrews Avenue, Room 318  
Fort Lauderdale, FL 33301

Central Region Family Success Center-Edgar P. Mills Multi-Purpose Center  
900 N.W. 31 Ave., Suite 3000  
Fort Lauderdale, FL 33311

Annie L. Weaver Health Center and Family Success Center (Pompano)  
2011 N.W. Third Ave.  
Pompano Beach, FL 33060

Northwest Region Family Success Center (Coral Springs)  
10077 N.W. 29 St.  
Coral Springs, FL 33065

South Region Family Success Center (Carver Ranches)  
4733 S.W. 18 St.  
West Park, FL 33023

Davie Family Success Center  
4700 Davie Road, Suite B  
Davie, FL 33314

North Service Center  
5070 Coconut Creek Parkway  
Margate, Florida 33063

Central Service Center  
2928-A North State Road 7  
Lauderdale Lakes, FL 33311

2. Service Times

Staff shall be available to conduct Civil Citation assessments (utilizing the PAT) 8:00 a.m. to 8:00 p.m., Monday through Saturday. On a case-by-case basis, a request for a Civil Citation assessment may be made outside of these hours by the youth's parents/guardians.

3. Changes to Service Locations/Times

The Provider shall submit a request for written approval prior to any changes to the location of services or times for service delivery to the Department's Contract Manager. Approval must be obtained in writing from the Department, prior to any such changes.

IV. DELIVERABLES

A. Service Units/Deliverables

The deliverable under this Contract is a Civil Citation assessment (utilizing the PAT) report and packet. Payment will only be made for each Civil Citation assessment conducted on an eligible youth evidenced by a report and packet as described in Attachment I Section III.B.

Deliverable/Service Units
One Civil Citation assessment conducted on eligible youth as evidenced by report and packet

Documentation of the youth for whom Civil Citation assessment reports and packets were completed shall be submitted with the invoice on a monthly basis. The Provider shall maintain copies of all Civil Citation assessments conducted and Civil Citation assessment reports and packets.

The Department may adjust (reduce) any subsequent invoice upon finding that a service unit(s) cannot be verified for a given month. In addition, the Department reserves the right to withhold any payment, or pro rate any payment, if the Provider fails to perform any task or other activity required by this Contract in accordance with the terms and conditions of this Contract.

**B. Reports**

The Department will require progress or performance reports throughout the term of the Contract. The Provider shall complete reports as required to become eligible for payment as listed below

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:

<b>Provider:</b>	<b>Department:</b>
Name: Regenia H. Walker, Section Manager II	Name: Barbara Manakas
Address: Broward County Governmental Center, 115 South Andrews Avenue, Room 318	Address: 1760 N Congress Avenue, #100
City, State, Zip: Ft. Lauderdale, FL 33301	City, State, Zip: West Palm Beach, FL 33409
Telephone: (954) 357-7538	Telephone: (561) 616-1566
E-mail: rhwalker@broward.org	E-mail: barbara.manakas@djj.state.fl.us

**Contract Manager Contact Information Changes:** After execution of this Contract, any changes in the contact information to the above Contract Managers may be provided by either party, by written notification to the other party, with a copy of the written notification sent to the Department's Bureau of Contracts. 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.

**1. Invoice**

A properly prepared invoice shall be submitted directly to the Department's 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 Provider is experiencing problems in obtaining timely payment(s). The Vendor Ombudsman may be contacted at 800-848-3792.

**2. Civil Citation Assessments Monthly Summary Report**

The Provider shall submit a monthly summary report of the Civil Citation assessments completed during each month to the Contract Manager, with the invoice. The report shall include each youth's name, youth's JJIS ID number,

date Civil Citation is received by the Provider (date of referral), date Provider initiated contact, date the assessment and packet were completed, and the staff who conducted the Civil Citation assessment.

3. Proof of Insurance

The Provider is a public entity subject to Section 284.30, Florida Statutes, and Section 768.28, Florida Statutes.

4. 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 approval. A signed copy of the subcontract approved 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.

5. 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.

6. 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 90 calendar days. Services shall be provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant.

7. Certified Minority Business Enterprise (CMBE)

The Provider shall submit to the Department's Contract Manager, along with each monthly invoice, Exhibit 2, 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.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO
Invoice	Monthly	Within 10 business days following end of reporting month	Contract Manager
Civil Citation assessments monthly summary report	Monthly	Submit with invoice	Contract Manager
Florida MBE Utilization Report	Monthly	Submit with invoice	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 of Contract	Upon execution of contract	Contract Manager
Staff Vacancy Report	Monthly	10 <sup>TH</sup> day of the month following reporting month	Contract Manager

- C. 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.

**V. PERFORMANCE MEASURES**

- A. Listed below are the key Performance Measures, 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, beginning the second month after which service has been fully implemented.
  - 1. GOAL: 100% of youth referred with a Civil Citation shall be checked on JJIS to determine if they are eligible for Civil Citation services prior to conducting an assessment.  
 MEASURE: Through a random sampling review of youth case files during monitoring.  
 MINIMUM STANDARD: 100% of youth referred with a Civil Citation shall have JJIS documentation in their files that demonstrates they are eligible for Civil Citation services prior to conducting an assessment.
  - 2. GOAL: 100% of youth referred with a Civil Citation shall have a Department approved assessment tool completed and youth's Civil Citation packet within 14 business days of receipt of referral (date Provider receives Civil Citation).  
 MEASURE: Through a random sampling review of youth case files during monitoring.  
 MINIMUM STANDARD: 90% of youth referred with a Civil Citation shall have a Department approved assessment tool completed and the youth's Civil Citation packet completed within 14 business days of receipt of referral (date Provider receives Civil Citation).
- B. Outcome Evaluation:
  - 1. The Provider, throughout the term of the 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 Department will use the process and outcome data collected throughout the duration of the 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.

**SECTION I:**

**Name:**

**Program Name:**

**Program Name:**

**SECTION II:**

**SECTION III:**

- 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 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.

Date \_\_\_\_\_

**FOR DEPARTMENT USE ONLY**

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EXHIBIT 2  
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	Certified MBE**	Non Certified MBE**	Non Profit Organization
A – Non Minority	H – African American	N – African American	S – 51% or more Minority
B – Small Bus (State)*	I – Hispanic	O – Hispanic	T – 51% or more Minority
C – Small Bus (Federal)	J – Asian/Hawaiian	P – Asian/Hawaiian	Workforce
E – Government Agency (local)	K – Native American	Q – Native American	
G – P.R.I.D.E. M – Non Minority Women (Formerly American Women)	R – Non Minority Women (Formerly American Women)		

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

INSTRUCTIONS

PROVIDER: Complete this form monthly and submit along with your regular invoice to ensure prompt payment.

	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: \_\_\_\_\_

**Exhibit 3**  
**CIVIL CITATION ASSESSMENTS MONTHLY SUMMARY REPORT**

**FOR THE MONTH/YEAR OF:** \_\_\_\_\_

**PROGRAM NAME:** \_\_\_\_\_ **CONTRACT NUMBER:** \_\_\_\_\_

	Youth Name	JJIS #	Date of Referral	Date Provider Initiated Contact	Date assessment Completed	Staff Conducting assessment
1						
2						
3						
4						
5						
6						
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SIGNATURE OF PROVIDER AGENCY OFFICIAL

Title