

**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 **115 SOUTH ANDREWS AVENUE, ROOM 303, FORT LAUDERDALE, FL 33301**, to provide expungement services for up to five hundred (500) youth, through Broward County's Civil Citation Program (BCCCP), who were eligible to participate in the Civil Citation program, but were not afforded the opportunity and were arrested and processed through the juvenile justice system.

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 **June 1, 2014** or upon full execution, whichever is later, and shall end at **11:59 P.M. on May 31, 2015**. 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 Department'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 not liable for payment for any extra day created by a leap year, unless specifically appropriated by the Legislature, and is only responsible for payments as specified below.

1. Contract Amount

Total compensation under this Contract shall not exceed **\$41,925.00**. This is a fixed price contract. The Department will pay the Provider for expungement services at a rate of \$83.85 per youth for up to five hundred (500) youth. (Formula: \$83.85 X 500 youth = \$41,925.00)

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 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. 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 Department 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 Department 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, located on the Department's website 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.

- c. 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. LIABILITY

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 contact 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 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 fifteen (15) days written notice to the Provider.

VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

The Department has determined that this is a sub-recipient contract. Sub-recipients of state or federal financial assistance are exempt from the 1% MFMP transaction fee per FAC rule.

A. Financial Audit Compliance:

1. The Provider shall provide to the Department an audit in accordance with the requirements of the Florida Single Audit Act (Attachment II Florida Single Audit Act and FSAA's Exhibit 4), as applicable. Information regarding this audit is specified in Attachment II of this Contract.
2. This audit shall be submitted within nine months (270 calendar days) after the end of the Provider's fiscal year and 12 months after the end of a governmental agency's fiscal year.
3. The Federal Catalog of Domestic Assistance number for this program is **16.548**.

B. Accounting Requirements for Recipients and Sub-Recipients of Federal or State Financial Assistance

1. The Recipient shall establish and utilize accounting mechanisms and records in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect, track, and document, the receipt, investment, expenditure, and disbursements to Sub-recipients, and which fully and accurately reflect, track, and document satisfaction of all matching requirements under this Contract.
2. Where the Recipient in its accounting mechanisms and records relies on reports and information from Sub-recipients, the Recipient shall have required and assured that such reports and information are based upon accounting mechanisms and records established and maintained by Sub-recipients in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect and track receipt, investment, and expenditure or refund of all funds disbursed to those Sub-recipients, and which fully and accurately reflect, track, and document satisfaction of all matching requirements under this Contract.
3. Co-mingling by the Recipient or Sub-recipients of state funds with any other funds is strictly prohibited. The Provider shall keep separate state funds from multiple agencies and/or multiple programs within the same agency. The Recipient and Sub-recipients shall establish and maintain accounting records for funds and shall account for such funds on a basis separate and apart from other funds and activities of the Recipient and Sub-recipients.
4. The Recipient shall maintain and shall ensure that Sub-recipients for their activities maintain sufficient documentation of all expenditures of funds (e.g., detailed invoices, cancelled checks, payroll detail, bank statements, etc.) as will establish that expenditures are allowable under the Contract and applicable laws rules, and regulations; and are reasonable and necessary for the purpose of fulfilling obligations under this Contract.

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.
- D. 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, 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://dlis.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 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.
- L. Products Available from Blind or Other Severely Handicapped Central Non-Profit Agency (RESPECT)
It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to 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

The Provider is a public entity subject to Section 768.28, Florida Statutes, and shall furnish verification of liability protection in accordance with State of Florida's laws to the Department upon request.

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 cooperates 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 7/30/10 with corrections on 8/12/10). 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);
 - c. and/or 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.
 - *Quarterly invoice amount 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 VIII. U., Dispute Resolution, of the Contract, outlining any extenuating circumstances that prevented it 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 April 14, 2000), 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. 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.

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 Minority Business Enterprise (MBE) Utilization Report |
| Exhibit 3: | Quarterly Activity & Progress Report |
| Attachment II: | Florida Single Audit Act (FSAA) |
| Exhibit 4: | Exhibit 4 to Florida Single Audit Act (FSAA) |

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.

THIS SECTION 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: F596000531

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

Reviewed and approved as to form:

Joni Armstrong Coffey, County Attorney

By K. Gordon 5/8/14

Karen S. Gordon, Assistant County Attorney

By Angela J. Wallace 5/8/14

Angela J. Wallace, Deputy County Attorney

Attachment I
Services to Be Provided

I. General Description

- A. General Statement of Services
The Provider shall provide expungement services for up to five hundred (500) youths who were eligible to participate in the Civil Citation program, but were not afforded the opportunity and were instead arrested and processed through the juvenile justice system.
- B. General Services to be provided
The Provider shall deliver services that assist in expunging youth arrest records.
- C. Authority for Specific Contracted Program Services
Authority for specific contracted program services is found in Chapter 985, Florida Statutes, that gives the Department the authority to develop and implement effective programs to prevent delinquency, to divert children from the traditional juvenile justice system, to intervene at an early stage of delinquency, to provide critically needed alternatives to institutionalization and deep-end commitment; and to provide well trained personnel, high-quality services, and cost effective programs within the juvenile justice system.
- D. Service Limits
The Provider shall not provide services to youth who fail to meet the eligibility criteria contained in this Contract. The Provider shall not be reimbursed for services rendered outside the terms of this Contract.
- E. Major Goal(s) of the Program/Service
The goal of these prevention services is to expunge the records of youth who were eligible to participate in a Civil Citation program, but were not afforded the opportunity and instead were arrested and processed through the juvenile justice system.
- F. Definition(s)
Subcontractor: An agreement entered into by the Provider with any other person or organization that agrees to perform any performance obligations for the Provider specifically related to securing or fulfilling the Provider's obligations to the Department under the terms of the Contract.

II. Youth to be Served

- A. General Description of the Youth to be served
The Provider shall serve up to five hundred (500) at-risk youths who meet the eligibility criteria contained in this Contract.
- B. Youth Eligibility
Youth eligible to participate in the BCCCP shall be residents of Broward County, ages five (5) through seventeen (17), who were first-time misdemeanor offenders eligible to receive a Civil Citation at the time of arrest but were not afforded this opportunity. Youth must not have participated in a prior diversion program, including Civil Citation, or be on any form of court-ordered supervision. All participation by youth and/or parents/guardians shall be voluntary. The Department shall resolve all disputes regarding the eligibility of youth to participate in the program. The Provider shall contact the Department's assigned Contract Manager prior to the admission of youth whose eligibility is in dispute.
- C. Youth Referral/Determination
Youth shall be referred by the Provider or a community diversion program provider.
- D. Limits on Youth to be served
Services are limited to youth ages five (5) through seventeen (17), who reside in Broward County, and were first-time non-violent offenders charged with misdemeanor offenses at the time of arrest and not afforded the opportunity to participate in a Civil Citation program.

III. Services to be Provided

A. Service Tasks

The Provider shall, at a minimum, perform the following service tasks when providing service under this Contract:

Expunction of youth records:

1. Planning Meeting: The Provider shall work with a team of diversion service providers that will work with the youth participants during a workshop to apply for record expungement without having to pay the \$75.00 application fee.
2. Identify Youth: The Provider shall identify youth who were qualified for Civil Citation program services, but were not referred to the program. Priority will be given to minority youth who resides or resided in communities with the highest crime/arrest rates and who are disproportionately represented in the juvenile justice system.
3. Community Outreach: The Provider shall create a community outreach campaign through letters and flyers, and coordinate with community diversion providers to get the word out to the community about the services provided under this Contract.
4. Notifications: The Provider, through community diversion program providers, shall deliver personal communication to eligible youth to inform them of their eligibility for expungement at no cost. This notification shall increase the potential to reach a maximum number of youth.
5. Workshops: The Provider shall hold workshops for the youth to complete the expungement application, include all required paperwork for expungement.

B. Service Task Limits

The Provider shall ensure that the opportunity to participate in the expungement workshops is provided to each youth meeting the expunction criteria in the contracted program.

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 or as part of the proposal.

1. Staffing Levels

Youth/Family Resource Specialist (FTE) – One (1) full-time Youth/Family Resource Specialist will serve as the lead for the coordination of the Civil Citation expungement project. Responsibilities include ensuring collaboration among the program partners in coordinating the program set up, application review, approval and payment process, and outreach. This position will ensure compliance with all Contract requirements, documentation and closeout.

2. Staffing Qualifications

Staff employed by the Provider and responsible for the provision of prevention services for the youth shall meet the following minimum qualifications:

Youth/Family Resource Specialist – Shall possess a minimum of a Bachelor's Degree with major coursework in Social Work, Criminal Justice, or other field closely related to the area of assignment; minimum of four (4) years' experience in social services. Required to pass the Department's standards regarding background screening.

3. Background Screening

Prior to the provision of services, Provider's staff shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers available for review 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 7/30/10 with corrections on 8/12/10). The Provider shall verify the employment eligibility of all current and prospective employees through the United States Department of Homeland Security's E-Verify System, throughout the duration of the Contract.

4. Provider Staff Training

a. At a minimum, the Youth/Family Resource Specialist shall be trained in the following:

- 1) Department's Central Communications Center Administrative Rule Chapter 63F-11 (dated 10/11/2010) on child abuse and incident reporting, and safeguarding client confidentiality.
- 2) CPR/First aid/AED;
- 3) PREA;
- 4) Suicide prevention;
- 5) Ethics: Civil Rights, EEO and Sexual harassment;
- 6) Professionalism: Red Flag Behavior, Appropriate staff/youth interaction;
- 7) Confidentiality;
- 8) Child Abuse Reporting;
- 9) Trauma Informed Care.

b. 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. All training costs are included in the total cost of the services requested.

5. Staffing Changes

Prior to any changes to the staffing levels and/or qualifications for a position, the Provider shall forward a written request to the Department's assigned Contract Manager for approval. The Provider is required to maintain staffing levels throughout the term of the Contract.

D. Service Locations and Times

1. Service Locations

All services shall be provided at the following location:
Broward County Urban League
560 NW 27th Avenue
Ft. Lauderdale, Florida

2. Service Times

The Provider shall ensure the expunction workshops are accessible to all participating youth on the dates of the quarterly workshops. Key personnel of the Provider shall be available for contact by the Department during the working hours of 8:00 a.m. – 5:00 p.m., Monday through Friday with the exception of holidays.

3. Changes to Service Locations/Times

The Provider is not authorized to make changes in the service delivery location(s) or hours of operation without prior written consent of the Department's Contract Manager. Requests for changes in the service location(s) must be requested in writing a minimum of fourteen (14) calendar days prior to the requested location change.

E. Reporting

The Provider shall comply with all Department reporting requirements, including quarterly reports, annual reports, and quarterly requests for reimbursement.

F. Record Keeping

1. The Provider shall maintain a case file for each youth served. The file shall contain, at a minimum, documentation of the youth's participation in a workshop and a copy of the expungement application packet.

2. A sign-in sheet, signed by each youth receiving services in the signer's own hand writing, shall be maintained to record attendance and participation in expunction workshops.
3. Data shall be collected and maintained in such a way as to permit data integrity verification against the invoices, and submitted reports.

G. Data Collection

The Provider shall collect and report to the Department the following data for evaluation purposes: Demographic information of each youth served: Name, date of birth, race, sex, social security number, date the youth participated in the workshop, and date the application was submitted to the Florida Department of Law Enforcement.

H. 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 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 surpluses under the terms of this Contract, shall be returned to the Department upon Contract termination. Any replacements shall be of 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. The Provider shall develop and use a system that is 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 of equal or greater value when returned to the Department.
5. The Provider shall submit to the Contract Manager: a listing of all items purchased for the program with Department funds and include supporting documentation of funds used. The Provider shall include this with the first invoice submitted after purchase of the item(s).
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 that is approved by the Department at conclusion of the Contract.
9. Information Technology Resource (ITR) Purchases
The Provider must receive written approval from the Department prior to the purchase of any Information Technology Resource (ITR) made as part of this Contract. ITR includes data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities.
10. The Provider shall secure prior written approval by means of an Information Resource Request (IRR) form before the purchase of any ITR. The form is

available from the Contract Manager. The Contract Manager is responsible for serving as the liaison between the Provider and Management Information Systems during the completion of the IRR/ITR process.

11. The Provider shall not be reimbursed for any ITR purchases made prior to obtaining the Department's written approval.

IV. Deliverables

A. Quarterly Deliverable

An accurately completed and filed application that results in an expunction. The minimum performance standard is each completed and filed application that results in an expunction must be from a youth that attended a workshop hosted by the BCCCP for this program. Acceptable documentation to support completion of this task shall be a sign-in sheet from the workshop, a copy of each application, the filing status of each application and proof of confirmed expunction for each application.

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.

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:

Provider:
Regenia H. Walker, Section Manager II
Broward County Civil Citation Program
115 S. Andrews Ave., Room 318
Ft. Lauderdale, FL 33301
Telephone: (954) 357-7538
Email: rhwalker@broward.org

Department:
Marie Boswell, Contract Manager
Department of Juvenile Justice
18425 N.W. 2nd Avenue, Second Floor
Miami Gardens, FL 33169
Telephone: (305) 654-1962
Email: Marie.Boswell@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 and shall be sent by United States Postal Service or other delivery service with proof of delivery. 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.

Submission 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.

1. 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.

2. Subcontract(s)

A copy of each subcontracted agreement intended to be entered into by the Provider via this Contract, shall be submitted to the Department in advance of its execution for Department approval. A signed copy of the subcontract approved by the Department shall be provided to the Department's Contract Manager once it has been executed and prior to the delivery of service to Department youth and payment to the subcontractor.

3. Continuity of Operations Plan (COOP)

Prior to the delivery of service, the Provider shall submit a Continuity of Operations Plan (COOP), which provides for the continuity of the services within

this Contract 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*.

4. Information Resource Request (IRR)

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. ITR is defined in Department Procedure FDJJ – 1205.01P (Revised 07/28/09). Information Technology Resource Planning and Management Procedures, 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 ITR. The Provider's Contract Manager shall serve 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 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.

5. Invoice

A properly prepared invoice, accompanied by all required documentation and reports, shall be submitted directly to the Contract Manager no later than the fifteenth (15) day of the month following the end of the quarter 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 the Provider is experiencing problems in obtaining timely payment(s). The Vendor Ombudsman may be contacted at 800-848-3792.

6. Quarterly Activity Report

A summary of contracted services shall be submitted with the Provider's invoice on a quarterly basis. The report shall include a summary of service components provided, number of youth participants served, detail of all provider concerns/challenges/barriers, and participation of collaborative partners.

7. Staff Vacancy Report

Any vacancy in a program position shall be reported to the Department Contract Manager in writing within three (3) business days of the position becoming vacant. 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.

8. Certified Minority Business Enterprise (CMBE)

The Provider shall submit to the Contract Manager, along with each quarterly invoice, a copy of 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 (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO
Organizational Chart	Upon Contract execution and upon changes	Prior to the initiation of services and July 1 st of each renewal year	Department Contract Manager
Copy of Subcontracts	Submit for approval each blank sub-contract prior to execution and copy of executed sub-contract upon execution	Intended Subcontracts: Must be approved prior to execution. Executed subcontracts: Upon execution of each subcontract	Department Contract Manager
Continuity of Operations Plan (COOP)	Prior to initiation of service delivery and annually at renewal thereafter	Prior to the initiation of services and July 1st of each renewal year	Department Contract Manager
Information Resource Request (IRR)	In advance of each intended purchase of information technology soft/hardware	Prior to the purchase of information technology soft/hardware	Department Contract Manager
Invoice (Exhibit 1)	Quarterly	15 th day of the month following the month being invoiced	Department Contract Manager
CMBE Utilization Report (Exhibit 2)	Quarterly	15 th day of the month following the month being reported	Department Contract Manager
Quarterly Activity Report (Exhibit 3)	Quarterly	15 th day of the month following the month being reported	Department Contract Manager
Staff Vacancy Report	Quarterly	15 th day of the month following the month being reported	Department Contract Manager

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 according to the terms of this Contract. The Contract Manager will approve or reject deliverables and reports accordingly.

V. PERFORMANCE MEASURES

Listed below are the key Performance Measures, including outcome(s) 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 outcome(s) and standard(s) (level of performance) are met. Performance shall be measured beginning the second month after which services have been fully implemented.

A. Performance Outcome

The Provider shall achieve the following performance outcome throughout the term of this Contract:

Goal: 100% of the youth served shall not have had any new arrests at the time the expunction application is submitted to the Florida Department of Law Enforcement (FDLE).

Measure: This shall be measured by reviewing JJIS charges and disposition information.

Minimum Standard: 85% of youth served shall not have had any new arrests at the time the expunction application is submitted to the Florida Department of Law Enforcement (FDLE).

B. Outcome Evaluation:

1. The Provider, throughout the term of the Contract, shall document compliance with required service tasks, performance and evaluation data, and provide documentation of such data for inspection upon request.
2. The Department will conduct outcome evaluations and recidivism studies on the youth who complete the program.
3. Those evaluations and studies will consider the content of the program, its components and the duration of the program. The results may be used in the rating of the program for any future funding.



EXHIBIT 1

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

Contract 10077

SECTION I:

Provider (Payee) Name:

Remittance Address:

Program Name:

Service Address:

FEID#:

SECTION II:

Contract/Grant No.:
Invoice Number:
Invoice Date:
Service Period From:
Service Period To:

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 ➡		

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
 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

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

CONTRACT MANAGER: Forward this form along with invoice to Finance and Accounting.

	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

Florida Department of Juvenile Justice

Quarterly Activity Report



Contract #: _____ Activity Report for: _____

Program Title: _____

Agency: _____

Report Prepared By: _____ Telephone: () - Ext: _____

CAPACITY INFORMATION:

1. Contracted number of submitted packets this contract year: _____
2. Number of new, unduplicated packets submitted this quarter: _____
3. Number of new, unduplicated packets submitted this contract-year-to-date (including this quarter) _____

ACTIVITY INFORMATION:

8. Describe all activities conducted by the program during this quarter:

9. Has the provider encountered barriers or challenges during this month? Select Response
If yes, describe the challenges and provide a detailed explanation of the plan to address them:

10. What provider planning has been conducted during this quarter? (Include dates):

11. Describe any changes, amendments or modifications this quarter:

12. List the collaborative partners who have participated with the provider this quarter and how they participated:

By signature below, I certify that the deliverables reported herewith on this report have been completed by the Provider or Authorized Representative in accordance with the terms and conditions set forth in the contract. I further certify that documentation and proof of payment supporting the expenditures, in the manner prescribed by the Department of Juvenile Justice, is currently on file at the office of the Provider. Any misrepresentation may cause contract funding to be delayed or to cease.

Signature Printed Name Date

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

NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO:

<https://apps.fldfs.com/fsaa/links.aspx>

Resources awarded by the Department to the Provider are subject to audits and monitoring by the Department, as described in this section.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Provider expends \$500,000 or more in Federal awards in its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. FSAA EXHIBIT 4 to this Contract indicates the Federal resources awarded through the Department by this Contract. In determining the Federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C. of OMB Circular A-133, as revised.
3. If the Provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Provider resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Provider, the Provider must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. FSAA EXHIBIT 4 to this Contract indicates the state financial assistance awarded through the Department by this Contract. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1., the Provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Provider expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Provider's resources obtained from other than State entities).

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:
 - A. The Department's Contract Manager listed in this Contract.
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:
Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by Part I of this Contract and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Provider shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Provider's audited schedule of expenditures of Federal awards directly to the Department's Contract Manager listed in this Contract.
3. Copies of financial reporting packages required by Part II of this Contract shall be submitted within nine months (270 calendar days) after the end of the Provider's fiscal year and 12 months after the end of the government entities' fiscal year, by or on behalf of the Provider directly to each of the following:
 - A. The Department's Contract Manager listed in this Contract.
 - B. The Auditor General's Office at the following address:
Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Part III of this Contract shall be submitted by or on behalf of the Provider directly to the Department's Contract Manager listed in this Contract.
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Providers, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Provider from the independent auditor in correspondence accompanying the reporting package delivered to the Department.

FSAA EXHIBIT 4

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show the total Federal resources awarded.

Federal Program: Juvenile Justice and Delinquency Prevention, Federal Grants Trust Fund, Catalog of Federal Domestic Assistance Title: Title V – Delinquency Prevention Program, Number: 16.548, Project Number: 2010JPFX025, Sub Grant Number J3113, Amount: \$10,425.00; Project Number 2011JPFX024, Sub Grant Number J3113, Amount: \$31,500.00.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
3. Etc.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

Federal Program: N/A

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show the total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project: N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

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

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in this Exhibit 4 be provided to the recipient.