

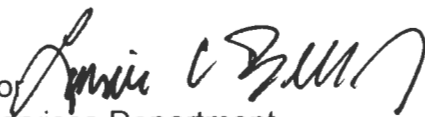


Interoffice Memorandum

March 15, 2021

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Lonnie C. Bell, Jr., Director 
Community and Family Services Department

FROM: Tracy Salem, Manager
Youth and Family Services Division

**CONTACT: Keith Yannessa, Senior Contract Administrator
(407) 836-6521**

SUBJECT: Consent Agenda Item – March 23, 2021
Approval of Contract #10705 between the State of Florida, Department of Juvenile Justice, and Orange County, Florida

The Youth and Family Services Division began the management and administration of the Juvenile Assessment Center (JAC), located at 823 West Central Boulevard, Orlando, Florida 32805 on April 5, 2015, through Contract #10293 with the Florida Department of Juvenile Justice (DJJ). Many of the clients that receive services through the Youth and Family Services Division are serviced by the JAC prior to being placed in one of the Division's programs. Contract #10293 was approved by the Board on March 24, 2015 and was a fixed price contract to be paid in arrears monthly at a rate of \$877.04 per day. The contract had three amendments: Amendment 1 changed the background check information based upon updates to the Department's policies; Amendment 2 extended the contract for an additional three years for a term running through April 4, 2021; and Amendment 3 changed the fixed daily rate to \$837.71 for the last 186 days of the contract (October 1, 2020 through April 4, 2021) to comply with budget cuts from the DJJ due to the COVID-19 pandemic.

Contract #10705 is a new contract for the Youth and Family Services Division to continue to provide management and administration of the JAC. This contract is for an initial term of five years (April 5, 2021 through April 4, 2026) and includes one renewal for up to a term of five years. This is a fixed price contract to be paid in arrears monthly at a rate of \$837.71 per day from April 5, 2021 through June 30, 2021, then change to a rate of \$877.04 per day for the remainder of the contract term, for a total contract amount of \$1,596,053.33.

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Approval of DJJ Contract #10705
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Contract #10705 has been reviewed and approved by both the County Attorney's Office and Risk Management Division.

ACTION REQUESTED: Approval and execution of (1) Contract between State of Florida, Department of Juvenile Justice and Orange County, Florida Contract #10705 to provide administration and management services at the Circuit 9 Juvenile Assessment Center; (2) Contract Content Acknowledgement; and (3) Certification Regarding Scrutinized Companies; and authorization for the Mayor or designee to approve any increases, decreases, or amendments to this contract.

TS/ky:jamh

Attachment

c: Yolanda Brown, Fiscal Manager, Community and Family Services
Johonna Brown, Program Manager, Youth and Family Services Division
Diana Mendez, Medical and Mental Health Services Administrator,
Youth and Family Services Division

BCC Mtg. Date: March 23, 2021

CONTRACT BETWEEN
STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE
AND
ORANGE COUNTY, FLORIDA

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 **ORANGE COUNTY, FLORIDA** (hereinafter referred to as the "**Provider**"), whose address is **201 ROSALIND AVENUE, ORLANDO, FLORIDA, 32802**, to provide administration and management services at the Circuit 9, Juvenile Assessment Center (JAC), located at 823 West Central Boulevard, Orlando, Florida 32805.

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

I. PERFORMANCE

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

II. GOVERNING AUTHORITY

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

A. State of Florida

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

1. Environmental Protection

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

2. Public Records Access

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

The following statement is required pursuant to paragraph 119.0701(2)(a) F.S. as amended March 2016:

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 921-4129, THE EMAIL ADDRESS IS PublicRecordsReq@djj.state.fl.us, AND THE MAILING ADDRESS IS FLORIDA DEPARTMENT OF JUVENILE JUSTICE, PUBLIC RECORDS REQUEST, 2737 CENTERVIEW DRIVE, SUITE 3200, TALLAHASSEE, FL 32399-3100.

B. Federal Law

1. If this Contract contains federal funds, the Provider shall comply with the provisions of 45 CFR Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
2. If this Contract contains federal funds and is over \$100,000.00 the Provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq), section 508 of the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et seq), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
3. The Provider agrees no federal funds received in connection with this Contract may be used by the Provider, or an agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature pursuant to sections 11.062 and 216.347, Florida Statutes.
4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider shall verify the employment eligibility of provider employees through The United States Department of Homeland Security's E-Verify system as stipulated in the "The E-Verify Program for Employment Verification" Memorandum of Understanding and other applicable guidelines of the U.S. Department of Homeland Security. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.
5. If this Contract contains in excess of \$10,000 in federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, as supplemented in the Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
6. If this Contract contains federal funds and provides services to children up to the age of 18, the Provider shall comply with the Pro Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the

imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

7. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in or be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38, and Part 39.
8. The Provider agrees to comply with all requirements and standards of the Prison Rape Elimination Act (PREA) 42 U.S.C. §15601-15609 and 28 CFR Part 115 as outlined in FDJJ 1919 and 1919P (Revised 4/16/19). Providers are subject to PREA compliance audits conducted by Department designated third party certified PREA auditors.

III. CONTRACT TERMS AND METHOD OF PAYMENT

A. Contract Term

1. This Contract shall begin on **April 5, 2021**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on April 4, 2026**. 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 (3) 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.

B. Method of Payment

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

1. Contract Amount

- a. Total compensation under this Contract shall not exceed **\$1,598,053.33**. The Department will pay the Provider monthly in arrears on a fixed price basis for each facility day services are provided, 365 days per year, (366 days during leap year) upon receipt of a properly itemized invoice.
- b. A properly prepared invoice shall be submitted directly to the Department's Contract Manager within thirty (30) calendar days following the end of the month for which services were rendered.
- c. Documentation of service delivery shall be in accordance with Attachment I, Section IV., Deliverables.
- d. Upon receipt of the deliverables, the Provider shall be reimbursed a fixed daily rate as follows:
 FY 20/21 - 87 days x \$837.71 per day = **\$72,880.77**
 FY 21/22 - 365 days x \$877.04 per day = **\$320,119.60**
 FY 22/23 - 365 days x \$877.04 per day = **\$320,119.60**
 FY 23/24 - 366 days x \$877.04 per day = **\$320,996.64**
 FY 24/25 - 365 days x \$877.04 per day = **\$320,119.60**

FY 25/26 - 278 days x \$877.04 per day = **\$243,817.12**

2. Payment and Submission of the Final Invoice
 The Provider shall submit the final invoice for payment to the Department no later than forty-five (45) days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payments are forfeited and the Department will not honor any requests submitted after the above time period. Any payment due under the terms of this Contract may be withheld until the Provider complies with the requirements of this Contract, including submittal of all reports due from the Provider and the return of all Department-furnished property. Invoices for reimbursement, fees, and/or compensation for services or expenses must be submitted in sufficient detail to conduct a proper pre-audit and post-audit.
3. Travel
 Where itemized payment for travel expenses are permitted by this Contract, the Provider shall submit an invoice in accordance with section 112.061, Florida Statutes, or at lower rates as may be provided in this Contract. All expenditures related to travel, regardless of the method of payment must be in accordance with the terms and conditions of this Contract and section 112.061, F.S.
4. Options
 The Department has the option to modify the Contract in the event the Department's needs for programming change. Any increased units of service or changes in services shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Changes agreed to under these options may result in a change to the Maximum Contract Dollar Amount.
5. Reduction of Invoice for Non-Delivery of Service
 The Department may reduce the amount of the monthly payment after finding substantial evidence of the Provider's non-delivery of service(s) required by the Contract. Notice of substantiated findings and proposed invoice reduction shall be sent to the Provider. The amount of any reduction shall be based upon the compensation for those services not performed during the payment period. If the Provider has a grievance concerning the imposition of reduction of the invoice for non-delivery of service, the Provider shall follow the dispute process outlined in this Contract, describing any extenuating circumstances that prevented them from delivering the services in this Contract.
6. Supplemental Expenditure
 The Department, at its option and without notice to the Provider, shall have the right to make any payment or expenditure the Provider failed to have made under the Contract, to ensure all contracted services will remain available to youth if the Provider fails to perform as required under this Contract. Such expenditures by the Department may include, but are not limited to, payment for services affecting life, health or safety of youth or staff, food and medical services, utilities, repairs, 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 Department's Learning Management System to participate in trainings and document the completion of the required trainings by its employees, agents or subcontractors.
- c. Provider staff shall be trained on the Department's Policy and Procedures regarding Human Trafficking. The required training is available through the Department's Learning Management System (Course FDJJ 316 – Human Trafficking 101 for Direct Care Staff). This course introduces the staff to the nature and scope of human trafficking, trains them to recognize the signs of trafficking in victims, and teaches them what to do if they suspect someone is a victim of human traffickers.
- d. Provider staff and volunteers in Residential, Detention, and JAC facilities must be trained on their responsibilities under the Department's Prison Rape Elimination Act (PREA) Standards Compliance policy (FDJJ Policy 1919, Revised 4/16/19). The level and type of training provided to Provider staff and volunteers is based on the service they provide and level of contact they have with youth. Provider staff and volunteers that render/perform services on a continuous basis or at regular intervals must complete the PREA training within sixty (60) days from the Contract execution date and every two (2) years thereafter for the term of the Contract. The facility shall maintain documentation confirming that volunteers and contractors understand the training they have received, in accordance with contract language and FDJJ 1520. A copy of the documentation shall be retained by the PREA Facility Compliance Manager and the original will be placed with the respective volunteer coordinator.

IV. LIABILITY

Indemnification

Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

V. TERMINATION

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

A. Department Convenience

The Department may terminate this Contract, in whole or in part, without cause, for its convenience, and without additional cost to the Department, by giving no less than thirty (30) days written notice to the Provider.

- B. Provider Convenience
The Provider may terminate this Contract, without cause, for its convenience, by giving no less than ninety (90) days written notice to the Department, unless both parties mutually agree in writing to a different notice period. The Provider shall be operating in a state of compliance with the terms and conditions of the Contract at the time the notice is issued and shall remain compliant for the duration of the performance period. The Provider shall notify the Department's Contract Manager via the United States Post Office or delivery service that provides verification of delivery or hand delivery.
- C. Default
The Department may terminate this Contract, in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), Florida Administrative Code, upon written notice to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3) and (4), Florida Administrative Code. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost).
- D. Lack of Funding
In the event funding for this Contract becomes unavailable, the Department may terminate the Contract upon no less than fifteen (15) days written notice to the Provider.
- E. Scrutinized Companies List
 - 1. By executing this Contract, the Provider certifies that it is not:
 - a. on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel; or
 - b. 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, F.S., or
 - c. engaged in business operations in Cuba or Syria.
 - 2. Pursuant to paragraph 287.135(3)(a), F.S., the Provider agrees the Department may immediately terminate this Contract for cause if the company is found to have submitted a false certification as provided under subsection 287.135(5), F.S.; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.
 - 3. 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 that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel; or 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, F.S.; or is engaged in business operations in Cuba or Syria 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.

VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

The Department has determined that this is a Vendor Contract.
The Catalog of State Financial Assistance number for this program is CSFA #80.020, Juvenile Assessment Center (JAC). The information regarding the requirements associated with this CSFA number is available at:

<https://apps.fldfs.com/fsaa/searchCatalogResults.aspx?SearchCat=1>

On a monthly 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.

- A. 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 state accounting system, and (iv) the amount of Transaction Fees that have been billed by the system but not automatically deducted.
- B. 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).
 - C. 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.
 - D. 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://dos.myflorida.com/library-archives/records-management/general-records-schedules/>. The Provider shall maintain youth records, which are programmatic in nature in a secure location with access limited to duly authorized Department and Provider staff. Upon expiration of this Contract, the Provider shall return all youth records to the Department. The Provider shall ensure these records are available at all reasonable times 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, Department of Financial Services, 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. Florida Statutes and Florida Administrative Code;
4. Department policy and procedures; and
5. The Provider's proposal, bid or reply as incorporated by reference.

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

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 subsections 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.

223 Morrison Road

Brandon, Florida 33511

Telephone (813) 324-8700

<https://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 and procedures shall be effective only if reduced to writing by the Department and shall be maintained in the Department 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
1. 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 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.
 2. For services under this Contract authorized by the Department to be subcontracted, a signed copy of any subcontract for direct services shall be provided to the Department's Contract Manager prior to the delivery of services to Department youth and payment to the subcontractor. The Provider shall ensure all payments to subcontractors are made within seven business days of receipt of payment from the Department, pursuant to subsection 287.0585(1), Florida Statutes.
- 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 Orange County, Florida and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.
- L. Products Available from Blind or Other Severely Handicapped Non-Profit Agency (RESPECT)
- It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in subsections 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.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/respect/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

Without waiving its right to sovereign immunity as provided in section 768.28, Florida Statutes, the Provider, a PUBLIC ENTITY, acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in section 768.28, Florida Statutes.

1. The Provider, a PUBLIC ENTITY, agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.
2. Upon request, the Provider, a PUBLIC ENTITY, shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the Department agrees to find acceptable for the coverage mentioned above.
3. The Department's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the Provider, a PUBLIC ENTITY, of its liability and obligations under this Contract.

O. Suspension of Work

The Department may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the interests of the State to do so. The Department shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, or a declaration of emergency. After receiving a suspension notice, the Provider shall immediately comply with the notice. Within ninety (90) days, or any longer period agreed to by the Provider, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. The Provider will not receive compensation during the suspension period for the services that are under suspension.

P. Inspector General Requirements

1. Investigation

Pursuant to section 20.055, Florida Statutes, the Office of the Inspector General is responsible for providing direction for supervision and coordination of audits, investigations, and reviews relating to the programs and activities operated by or financed by the Department for the purpose of promoting economy and efficiency, and shall conduct investigations designed to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and other abuses in its programs and activities. The Inspector General and staff shall have access to any records, data, and other information maintained by the Department or Provider as deemed necessary to carry out the aforementioned activities. The Provider shall ensure that all Provider staff, and its subcontractors, fully cooperate with the Office of the Inspector General staff and/or other Department staff conducting any audit, investigation, inspection, review, or hearing pursuant to this section.

2. Incident Reporting

Pursuant to Rule 63F-11.001-006, Florida Administrative Code (F.A.C.), Central Communications Center (CCC), the Provider shall comply with all Department incident reporting requirements as outlined in the Department's incident reporting

policy and procedure (FDJJ–2020 and 2020P, Revised 4/20/16). 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 and the CCC within two (2) hours (pending availability/release from jail) per the CCC Rule that requires the arrested staff member to report the arrest to the CCC within two (2) hours pending availability/release from jail.

3. Background Screening

The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers. 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 1/30/18). 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 and procedures that are in effect on the date that this Contract is fully executed. After execution, any changes or modifications to the terms and conditions of this Contract shall be negotiated between the Department and the Provider and documented in writing through the execution of a Contract amendment.
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/or 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 in accordance with FDJJ Policy 2000 (Revised 01/31/19). 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 individuals receiving services 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 FDJJ Policy 2000 (Revised 01/31/19) for the following:
 - a. Failure to submit a Corrective Action Plan (CAP) within the specified time frame(s);
 - b. Failure to implement the CAP 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 time frames.
2. The Provider expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
Total monthly value of the Contract X 1.0% = Financial Consequence Imposition of consequences shall be per deficiency per day.
3. Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Department's 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 outlined in this Contract, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).

T. Confidentiality

1. Pursuant to section 985.04, Florida Statutes, all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of the Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep any 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 shall remain in effect after Contract termination.
2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective November 20, 2014), if applicable under this Contract.

- U. Dispute Resolution
Any dispute concerning compliance and/or performance of this Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy to the Provider. Any dispute that cannot be resolved shall be reduced to writing and delivered to the Department's Assistant Secretary or designee of the relevant program area for resolution.
- V. Severability
If a court deems any provision of this Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- W. Certification Regarding Active Exclusion
The Provider, by execution of this Contract, certifies that neither it nor its principals is presently assigned an active exclusion with the Federal System for Award Management (SAM). Exclusions can be found at: <https://www.sam.gov/SAM/>. The Provider shall notify the Department if, at any time during this Contract, it or its principals are assigned an active exclusion.
- X. Return of Property Purchased Under this Contract
All property purchased by the Provider utilizing Contract funds is the Property of the State and shall be returned to the Department upon expiration of this Contract. The property shall be returned in a condition which allows for re-use of equipment. The Department shall make and approve in writing 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. Information Technology (IT) Security
In accordance with Rule 74-2.001 through 74-2.006 F.A.C., external partners employed by the Department or acting on behalf of the Department, including other governmental entities, third parties, contractors, vendors, suppliers and partners, shall comply with all applicable security policies, procedures and processes, and employ adequate security measures to protect the Department's information, applications, data, resources, and services. When applicable, as determined by the Department's Bureau of Information Technology, network connection agreements for third-party network connections shall be submitted to the Department for approval prior to connection to the Department's internal network.
- Z. Information Resource Request
All Department contract Providers must receive written approval from the Department prior to purchasing any Information Technology (IT) Resources used in the performance of contractual obligations under this Contract. IT Resources are defined in Department Procedure FDJJ – 1205.01P (Revised 6/6/2017), titled Information Technology Resource Management Procedures and is located on the Department's website at: <http://www.djj.state.fl.us/partners/policies-resources/department-policies>. The Provider agrees to secure prior written approval by means of a Department Information Resource Request (IRR) form before the purchase of any IT Resource. The Department's Contract Manager is responsible for serving as the liaison between the Provider and the Department's Bureau of Information Technology during the completion of the IRR process. The use of Contract funds for the purchase of IT Resource components must be approved by the Department's Contract Manager as appropriate and allowable under the terms of the Contract. The Provider will not be compensated for any IT Resource purchases made prior to obtaining the Department's written approval.
- AA. Data Input into Department's Systems
The Provider is required to input data into the Department's Program Monitoring & Management (PMM) System and Staff Verification System (SVS) computer applications during the term of this Contract.

IX. CAPTIONS

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

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

- Attachment I: Services to be Provided
- Attachment II: Juvenile Assessment Centers - Multi-Agency Description
- Exhibit 1: Sample Invoice¹
- Exhibit 2: Florida Minority Business Enterprise (MBE) Utilization Report¹
- Exhibit 3: Staff Vacancy Report²
- Exhibit 4: Staff Hire Report²

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

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

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

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

PROVIDER
ORANGE COUNTY, FLORIDA

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: *Burton W. Brooks*

SIGNED BY: Timothy Niermann Digitally signed by Timothy Niermann Date: 2021.03.26 11:26:52 -04'00'

NAME: *Burton W. Brooks*

NAME: TIMOTHY NIERMANN

TITLE: *County Administrator*

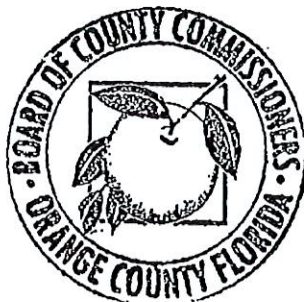
TITLE: DEPUTY SECRETARY

DATE: MAR 23 2021

DATE: _____

VENDOR NUMBER: 59-6000773

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



**ATTACHMENT I
SERVICES TO BE PROVIDED**

I. GENERAL DESCRIPTION

A. General Overview

1. The Department of Juvenile Justice requires the provision of Administration and Management Services, pursuant to section 985.209, Florida Statutes; at a Juvenile Assessment Center (JAC) located at 823 West Central Boulevard, Orlando, Florida 32805. This is the Provider's owned or leased facility in Circuit 9, Orange County. The JAC shall serve youth in Circuit 9.
2. The Provider shall provide administration and management services seven days per week at the JAC for youth referred to the Department or transported to the site by local law enforcement officers to determine the youth's risk to themselves, the risk to public safety, and their eligibility for detention based on statutory criteria.

B. Description of Services

1. The Provider shall provide administration and management services at the JAC to be located in Circuit 9 in Orange County, Florida. The Provider shall provide these services in a manner consistent with chapter 985, Florida Statutes (F.S.), and specifically section 985.209, F.S.
2. The Provider shall identify the responsible parties and funding for all services listed on Attachment II with the exception of those required by this Contract (administration and management).
3. The advisory committee shall consist of those parties identified in section 985.209, F.S., including substance abuse programs, mental health providers, law enforcement agencies, schools, health service providers, state attorneys, public defenders and other agencies serving youth.
4. The direction of the Chief Probation Officer (CPO) of Circuit 9 shall supersede the authority of the advisory committee related to the use and expenditure of Department funds and fulfillment of this Contract.
5. The Provider shall coordinate services provided for youth by other agencies/organizations at the JAC, including facility management, facilitation of advisory committee and partner/stakeholder meetings, including compliance with chapter 119, F.S.; and resolution of any problems that arise.
6. The JAC Program Manager shall be the contact person for the community and other agencies, and assume the lead role with problem solving, and coordinating issues that arise within the operation of the JAC.
7. The Provider shall recruit, assign, and supervise a minimum of four clerical positions to be located at the Circuit 9 JAC. Clerical support for the operations of the JAC shall include, but not limited to; coordinate reception area seven days a week, and staffing the reception area twelve (12) hours a day, six days a week (schedule may be adjusted based on needs identified and approved by CPO), process the incoming mail for the probation intake units, process at-large cases that includes data entry in JJIS, prepare and organize the files for new cases, process closed files, and deliver packets to the courthouse and detention center twice a day in the morning and afternoon.
8. All contractual requirements to provide service, support, and related performance shall be available and provided when the youth enters the Orange County JAC.

C. Authority

The Provider shall provide services in a manner consistent with chapter 985.135; 985.209; and 985.64 F.S.; Rule 63D-4.001-.008, Florida Administrative Code (F.A.C.); and 63H-1.001-.016; 2.001-.008, F.A.C.

D. Limits on Services

Services shall be limited to those directly related to the provision of Administration and Management of the JAC.

II. **SERVICES TO BE PROVIDED**

All services shall be delivered in accordance with this Attachment, Department Rules, and sections 985.135, 985.209, and 985.64, F.S., and Rules 63D-4.001-.008, 63H-1.001-.016, and 2.001-.008, F.A.C. The following tasks shall be completed for each year of this Contract, unless otherwise noted.

A. Administration Services:

1. The Provider shall perform daily administration/management of the JAC and ensure facility operations and services are performed in accordance with applicable laws, regulations, and licensing requirements. This includes daily performance of administrative functions, including, but not limited to the following;
 - a. Development and maintenance of written policies and procedures for the operation of the facility and the processing, care, and disposition of youth brought to the JAC. All policies and procedures shall be developed and implemented by the Provider and receive written approval by the Department's Contract Manager (e-mail acceptable) prior to the Contract start date.
 - b. Provision of a JAC Program Manager who shall be the contact person for the community and other agencies, and assume the lead role with problem solving, and coordinating issues that arise within the operation of the JAC and supervise the clerical support staff.
 - c. Recruitment, assignment and supervision and a minimum of four clerical positions to be located at the JAC. Clerical support for the operations of the JAC shall include, but not limited to; coordinate reception area seven days a week, staffing the reception area twelve (12) hours a day, six days a week (schedule may be adjusted based on needs identified and approved by CPO), process the incoming mail for the probation intake units, process at-large cases that includes data entry in JJIS, prepare and organize the files for new cases, process closed files, and deliver packets to the courthouse and detention center twice a day in the morning and afternoon.
 - d. Provision of staff support to the JAC Advisory Committee, including ensuring compliance with public meetings law as contained in chapter 119, F.S. Provider staff shall coordinate monthly interagency meetings to discuss facility issues, problems, concerns, and solutions. A written copy of the minutes shall be furnished to the Department's CPO, Circuit 9 and the Department's Contract Manager within ten (10) business days.
 - e. Coordination of activities related to public information and requests from governmental agencies and human service entities from Florida and other states. This includes scheduling and conducting of tours, upon request, and responding to inquiries from persons interested in the JAC operation. The Department's CPO (or designee), Circuit 9, will be notified when tours are scheduled. The Provider shall ensure such activities are conducted in accordance with the Department's media policy.
 - f. Development of an Interagency Agreement for approval by the JAC Advisory Committee and execution by participating parties. The Provider shall ensure valid and enforceable interagency agreements are in place and shall facilitate their amendment or execution as needed. The approved Interagency Agreement shall be forwarded to the Department's Contract Manager and Chief Probation Officer, Circuit 9 within ninety (90) calendar days of the start date of this Contract.

2. The Provider shall perform JAC operations in accordance with roles and responsibilities specified in the JAC Advisory Committee's interagency agreement. Daily operations, include, but are not limited to the following:
 - a. Coordination of the on-site participating entities.
 - b. The integration of the JAC into the local juvenile justice system operations, including the Circuit Court, the State Attorney's Office, the Public Defender's Office, the Department's Probation Units, and community diversion agencies for Circuit 9.
 - c. Assurance that facility operations and services provided are performed in accordance with applicable laws, regulations, and licensure.
 - d. Coordination of a monthly interagency meeting to discuss common issues, problems, and solutions. A copy of the minutes shall be sent to the CPO for Circuit 9 and to the Department's Contract Manager.
 3. The Provider shall offer and provide a nutritious snack and/or beverage to all youth who accept the offer of a snack and/or beverage. Snacks and beverages purchased with Contract funds are exclusively for youth admitted to the JAC.
- B. File/Court Packets
The Provider shall pick up and deliver the youth file/court packets to the Court on a daily basis, Monday through Friday, pursuant to the local operating procedures of the Department's Circuit 9 Juvenile Probation Office.
- C. Data Collection and Reporting Services:
 1. The Provider shall provide Data Collection and Reporting Services that shall include, but are not limited to:
 - a. Development and distribution of statistical reports generated by data collection to the Department and JAC services agencies; and
 - b. Other data collection and statistical reports as required or requested by the Department.
 2. The Provider shall input into JJIS all non-arrest probable cause affidavits, pursuant to DJJ Business Rule, Procedure # 99-004 (January 2005).
- D. Limits Within Services Must be Provided
Services shall be limited to the management, coordination and operation of JAC for youth presented to the JAC by local law enforcement who are alleged to have committed a delinquent act, and who meet the minimum criteria for admission to the JAC.
- E. 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.
 1. Staffing Levels
The Provider shall employ the following staff to provide services required under the terms and conditions of this Contract:
 - a. One JAC Program Manager; and
 - b. Four Clerical staff.
 2. Staffing Qualifications
The Provider shall ensure program staff possess at a minimum, the following qualifications:
 - a. JAC Program Manager:
The individual in this position shall possess, at a minimum, a bachelor's degree from an accredited college or university and one year of professional experience working with youth in criminal justice, social services, or education; or an equivalent combination of education, training or experience.

- b. Clerical Staff:
The individual(s) in this position(s) shall possess a high school diploma or its equivalent and a driver's license and shall be at least nineteen (19) years of age or older.
 - c. Exceptions to Above Qualifications:
The Department may consider staff who do not meet the minimum education and professional experience qualifications listed above upon receipt of a written request from the Provider which includes name, education, professional experience and a statement to support an exemption from the above qualifications. The Provider may submit the request to the Department's Circuit 9 CPO. The Department may waive the minimum qualifications on a case by case basis in writing when the candidate possesses extensive knowledge and experience providing direct services to delinquent and/or dependent youth.
 - d. Changes in Staff Qualifications:
The Provider shall provide a written request to the Department's Contract Manager and CPO 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 be approved in writing by the Regional Director and the CPO.
3. Provider Staffing Schedule and Vacancy Plan
A minimum of ten (10) days prior to the start date of services (contract start) the Provider shall deliver to the Department CPO for approval with a copy to the Department's Contract Manager, the following:
- a. Staffing Schedule illustrating how staff shall be provided to ensure coverage of the reception area twelve (12) hours a day, six days a week (schedule may be adjusted based on needs identified by CPO).
 - b. Staff Vacancy Plan addressing how the Provider will maintain sufficient staff as required for coverage and handle any position vacancies/absences.
 - c. Changes to the schedule shall be approved by the CPO in Circuit 9.
4. Staff Training
Staff shall successfully complete the Department's curriculum for JJIS, PREA, DRAI, PAR, CPR, First Aid, Trauma Informed Care, Civil Rights training and the requirements specified in Florida Administrative Rule 63H-2.004.
5. Staff Background Checks
- a. The Provider and all staff shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Provider and all staff shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, F.S. and the Department's background screening policy. Failure to comply with the Department's background screening requirements may result in termination of the Contract.
 - b. A background screening shall be completed in accordance with the Department's Background Screening Policy and Procedures on all newly hired staff, including subcontractor staff, and provided to the Contract Manager prior to the initiation of employment to provide services under this Contract.
 - c. The Provider shall ensure staff, including subcontractor staff, obtain the required five-year background re-screening every five years from the date of their approval to work at the facility in accordance with the Department's statewide procedure. Five-year re-screenings shall not be completed more than twelve (12) months prior to the original screening

approval date. Results of re-screenings shall be provided to the Department's Contract Manager.

- d. The Provider shall notify the Background Screening Unit when their employee or subcontractor employees are no longer providing services under this Contract.

III. SERVICE LOCATION AND TIMES

A. Service Location:

JAC Administration and Management Services in Circuit 9, Orange County, Florida shall be provided in provider-owned/leased facility located at the following address: 823 West Central Boulevard, Orlando, Florida 32805.

B. Services Times:

The Provider shall ensure the provision of administration and management services at the JAC 365 days per year, and ensuring staffing of the reception area twelve (12) hours a day, six days a week (schedule may be adjusted based on needs identified and approved by CPO).

C. Changes in Location/Times

The Provider must receive pre-approved written approval (email acceptable) from the Department regarding any changes to the location of service delivery from the address/location listed above. The changes to locations or service times shall be formalized through an amendment. The Provider must consult with the Department prior to the relocation or closing of the program location.

D. Non-Expendable Tangible Personal Property:

1. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
 - a. Expenditure of funds provided by the Department under a cost-reimbursement contract;
 - b. Expenditure of funds provided by the Department as pre-operational; and/or
 - c. Expenditure of funds provided by the Department as operational expense dollars.
2. All state-furnished property acquired by the Provider through funding sources identified above, with a cost of \$1,000 or more and lasting more than one year, and hardback-covered bound books costing \$250 or more, and computers, regardless of cost, shall be accounted for in accordance with Rule 69I-72, F.A.C. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted or determined surplus under the terms of this Contract, shall be returned to the Department upon Contract termination. Any replacements shall be in equal or greater value when returned to the Department.
3. Upon delivery of Department-furnished property to the Provider, the Provider assumes the risk and responsibility for its loss and damage.
4. The Provider shall submit to the Contract Manager, on a quarterly basis, a listing of all items purchased that quarter under the Contract. The listing shall include a statement as to whether the items were purchased with Department or Provider funds, and include supporting documentation of funds used.
5. 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.
6. The Provider shall not use any state-furnished property for any purpose except the delivery of services identified in this Contract.
7. The Provider shall submit a final inventory report for approval by the Department at conclusion of the Contract.

8. The Provider shall submit an annual joint inventory report of all state-furnished property and all Provider-owned property located at the facility to the Contract Manager.
9. The Provider shall report annually to the Contract Manager an inventory of all state-titled vehicles or other vehicles purchased with state funds. The Provider shall maintain a monthly vehicle log for each vehicle and submit the completed log to the Contract Manager by the 5th day of each month. When utilizing state-furnished vehicles, the Provider shall comply with the Department's Vehicle Operations Policy and Fleet Management Manual.
10. The Department finds it necessary to purchase property through the Provider as opposed to direct acquisition for the following reason(s):
 - a. The property is solely intended for use by the Provider in the delivery of the contracted services or the same or different Provider's under subsequent continuing Contracts intend continued use of this property throughout its useful life. It is not intended for direct use by Department staff;
 - b. The property is critical to the delivery of the contracted services and the Department more appropriately identifies the cost as a Contract cost rather than Operating Capital Outlay; and
 - c. Direct purchase by the Provider is more efficient than Department purchase, which would include additional costs for storage, delivery, retrieval, disposal, etc.

E. Facility Standards

The facilities where services are provided to youth shall be provider owned or leased facilities. All providers shall comply with standards required by fire and health authorities. The Provider shall ensure that all provider buildings and grounds, equipment and furnishings are maintained in a manner that provides a safe, sanitary and comfortable environment for youth, family, visitors and employees.

IV. **DELIVERABLES**

Service Units/Deliverables

The Provider shall submit an invoice with sufficient documentation to fully justify payment for services delivered. Failure by the Provider to promptly report and document deliverables as required may result in a reduction in the respective invoice. In months where the Provider did not complete services, an invoice is not required.

The deliverable under this Contract is a facility day, to include administration and management services, including provision of the facility, oversee daily operations of the JAC consistent with the minimum requirements contained in this Contract 365 days per year (366 days during leap year).

V. **REPORTS**

The Department will require progress or performance reports throughout the term of the Contract. The Provider shall complete reports and submit 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	DEPARTMENT
Diana Mendez	Keyla Osorno
Address: 1718 East Michigan Street Orlando, FL 32806	Address: 201 West Broward Blvd., Ste. 208 Ft. Lauderdale, FL 33301
Phone: (407) 836-9325	Phone: (954) 713-3154
E-Mail: Diana.Mendez@ocfl.net	E-Mail: Keyla.Osorno@dji.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.

- A. Invoice:
A properly prepared invoice shall be submitted directly to the Contract Manager within thirty (30) calendar days following the end of the month for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, Florida Statutes and any interest due shall be paid pursuant to section 55.03(1), Florida Statutes. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at (850) 413-5516. The Provider shall submit a monthly invoice with sufficient documentation to fully justify payment for the deliverables/service units delivered the previous month.
- B. Proof of Insurance
A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration of insurance. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in this Contract.
- C. Subcontract(s) and/or Agreements
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's Contract Manager in advance for review. A signed copy of the subcontract reviewed by the Department shall be provided to the Department's Contract Manager prior to the delivery of services to Department youth and payment to the subcontractor.
- D. 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.
- E. Staff Vacancy Report
The Provider shall provide a complete list of all vacant program positions required by this Rate Agreement, and include the position title, position number, date of vacancy, and position description. The Provider shall provide the Department's Contract Manager with an explanation for vacancies, which exceed ninety (90) calendar days. Services shall be provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant.
- F. Staff Hire Report
The Provider shall provide a complete list of staff hired to fill vacant positions to include their full legal name, the position title, position number, date of hire, date of background screening, and position description. If any position filled requires specific licensing, certification, or education as required in this Contract, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report. The Provider shall use the staff hire report submission. A copy can be found at: <http://www.djj.state.fl.us/partners/Contract-management>.
- G. Florida Minority Business Enterprise Utilization Report (Florida MBE)
The Provider shall submit to the Department's Contract Manager, along with each monthly invoice, a copy of the Florida MBE Utilization Report 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. A copy can be found at: <http://www.djj.state.fl.us/partners/forms-library/-in-Subjects/Subjects/Contracting>.
- H. Continuity of Operations Plan (COOP)
Prior to the delivery of service, the Provider shall submit a COOP, which provides for the continuity of Contract services in the event of a manmade/natural disaster/emergency.

The Department approved plan format can be found on the Department's website. Additional information can be found in FDJJ 1050, Continuity of Operations plans.

I. Inspections

The Provider shall submit to the Department's Contract Manager, state and local inspections conducted by the governing authority related to fire, health and safety regulations. The Provider is responsible for ensuring issues identified by the governing authority and contained in the Inspection are corrected within the mandated timeframes. The Department will review Provider compliance with the Inspections during the annual monitoring of this Contract.

J. Ad Hoc Reports

The Provider shall provide the Department ad hoc reporting upon request of the Department's Contract Manager or designee.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO DEPARTMENT
Invoice	Monthly	Within thirty (30) calendar days following the end of the month for which services were rendered.	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 and prior to expiration of insurance	Contract Manager
Copy of Subcontract(s) and/or Agreements	Upon execution	Upon execution	Contract Manager
Staff Vacancy Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
Staff Hire Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
MBE Utilization Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to the delivery of services and July 1	Circuit 9 Chief Probation Officer & Contract Manager
Copies of Inspections of Facility	As determined by inspections conducted by state and local authorities	When the inspection occurs.	Contract Manager
Ad Hoc Reports	Upon Request	Upon Request	Contract Manager, Department Staff, CPO

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.

VI. PERFORMANCE MEASURES

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 annually, after the first year service has been fully implemented.

A. Performance Outputs

GOAL: The Orange County JAC shall be operational 100% of the time (365/366 days a year, twenty-four (24) hours a day).

MEASURE: The number of days the Orange County JAC facility is operational (as per the invoice) divided by the number of calendar days in a year. This shall be measured annually.

MINIMUM STANDARD: The Orange County JAC shall be operational 100% of the time (365/366 days a year, twenty-four (24) hours a day).

B. Performance 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 evaluation 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.

**ATTACHMENT II
JUVENILE ASSESSMENT CENTERS - MULTI-AGENCY DESCRIPTION**

I. Overview

A juvenile assessment center is a centralized processing center for youth taken into custody by law enforcement for an alleged delinquent act. Juvenile assessment centers represent a co-location of functions performed by various governmental agencies, through direct service or private contract, to prepare an alleged delinquent for court review or participation in a juvenile justice program. These functions include detainable and non-detainable screening; mental health, substance abuse, and suicide screening; assessments as indicated based on screening tools; law enforcement booking; coordinated case management of on-site services; and referral processing. Upon arrest or referral, a youth is screened and assessed to gather essential information for all involved parties to protect the youth and appropriately move this case through the juvenile justice system.

II. Governance

Juvenile assessment centers are governed by an advisory committee consisting of community partners involved in the delivery of services through the juvenile assessment center. By statute, eligible advisory committee members may include substance abuse programs, mental health providers, law enforcement agencies, schools, health service providers, state attorneys, public defenders and other agencies serving youth. The Department of Juvenile Justice is charged with collaboratively working with these organizations to establish juvenile assessment centers. The juvenile assessment center is formed and operated through local initiative. An interagency agreement must be in place identifying participants in the juvenile assessment center process and their contribution to the center. The advisory committee guides the center's operation and ensures that appropriate and relevant agencies are collaboratively participating in and providing services at the center. Each participating state agency has operational oversight of only those individual service components for which the state agency has statutory authority and responsibility.

III. Core Functions

In order to receive state administrative funds, juvenile assessment centers must provide the following core functions:

SERVICES
Central Point of Service Delivery
Central Point of Delivery for Law Enforcement
Booking functions
Comprehensive Screening <ul style="list-style-type: none"> • Mental health • Substance Abuse • Suicide • Detention
Assessment based on indicators
Interagency Coordination and Referral
24-hour Response
Transportation coordination/provision of non-Detention eligible youth
On-site Coordination of Services
JJIS Access and Entry and internal communications capability
Local planning and collaboration through an advisory committee
Interagency Agreement between participating parties
Shared funding
Referral Processing <ul style="list-style-type: none"> • Felony • Misdemeanor

• Civil Citation
Other Intake
Security

The statute notes that state agencies will continue to provide those duties for which they are statutorily responsible. Administrative funds are designed to cover the costs of co-locating these services, such as rent, utilities, repair and maintenance, coordinated information systems, reception, and interagency coordination.

IV. Services

Juvenile assessment centers must provide collocated detainable and non-detainable screening services for youth referred to the Department. Sufficient services must be provided to facilitate the initial screening of and case processing for detainable and non-detainable youth; positive identification of the youth; detention admission screening; needs assessment; substance abuse screening and assessments; physical and mental health screening; and diagnostic testing as appropriate. Centers are authorized and encouraged to establish truancy programs. Each center must provide for the coordination and sharing of information among the participating agencies to facilitate the screening of and case processing for youth referred to the Department. The Department may utilize juvenile assessment centers to conduct predisposition assessments and evaluations of youth. Such assessments and evaluations may include, but are not limited to, needs assessment, substance abuse evaluations, and mental health evaluations. To the extent possible, the youth's parent/guardian and other family members should be involved in the assessment and evaluation process.

BCC Mtg. Date: March 23, 2021

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

Contract Number: <u>10705</u>
Total Renewal Amount: _____
Total Contract Amount: <u>\$1,598,053.33</u>
Provider Name: <u>Orange County, Florida</u>
Provider FEIN: <u>59-6000773</u>
Provider's Authorized Representative Name: <u>Diana Mendez</u>
Provider's Authorized Representative Title: _____
Address: <u>1718 East Michigan Street</u>
City: <u>Orlando</u> State: <u>FL</u>
Zip: <u>32806</u>
Phone Number: <u>(407) 836-6521</u>
Email Address: <u>Diana.Mendez@ocfl.net</u>

Paragraph 287.135(2)(a), Florida Statutes (F.S.), prohibits agencies from contracting with companies, for goods or services of any amount, that are on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or are engaged in a boycott of Israel.

Paragraph 287.135(2)(b), F.S., prohibits agencies from contracting with companies, for goods or services of **\$1,000,000 or more**, that are 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 s. 215.473; or are engaged in business operations in Cuba or Syria; or engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela pursuant to s. 215.472(3).

The most current lists are found at the following website:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.asp>
X

As the person authorized to sign on behalf of Psychotherapeutic Services of Florida, Inc., I hereby certify that the company identified above in the section entitled "Provider Name" is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel.

For actions of **\$1,000,000 or more**: As the person authorized to sign on behalf of Psychotherapeutic Services of Florida, Inc., I hereby certify that the company identified above in the section entitled "Provider Name" is not 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 s. 215.473; or engaged in business operations in Cuba or Syria; or engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela pursuant to s. 215.472(3).

I understand that pursuant to subsection 287.135(5), F.S., the submission of a false certification may result in the contract / rate agreement being terminated and subject the above-named Provider to civil penalties, attorney's fees and/or costs, including any costs for investigations that led to the finding of false certification.

Additionally, per subparagraph 287.135(5)(a)2., F.S., I understand that the above-named Provider is ineligible to bid on any contract with an agency or local governmental entity for three years after the date the agency or local governmental entity determined that the company submitted a false certification.

Certified by: <u>Burton W. Brooks</u>
who is authorized to sign on behalf of the above-named Provider.
Print Name of Above Signee: <u>Burton W. Brooks</u>
Title: <u>County Administrator</u>
Date: <u>MAR 23 2021</u>

