



Legislation Text

File #: 25-1061, **Version:** 1

Interoffice Memorandum

DATE: July 15, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Venerria L. Thomas, Director

FROM: Barbara Williams, Manager

CONTACT: Neika Berry, Family Services Administrator

PHONE: (407) 836-6552

DIVISION: Youth and Family Services Division

ACTION REQUESTED:

Approval and execution of Contract between Florida Network of Youth and Family Services, Inc. and Orange County, Florida Contract # 10849, in the amount of \$987,016.16 and authorization for the Mayor or designee to execute any necessary modifications, amendments, or extensions related to Contract #10849. **(Youth and Family Services Division)**

PROJECT: N/A

PURPOSE: The Florida Network of Youth and Family Services, Inc. delivers a wide range of programs aimed at preventing juvenile delinquency, fostering positive youth development, and strengthening families.

Orange County is seeking approval to enter into a five-year agreement with the Florida Network of Youth and Family Services, Inc., in the amount of \$987,016.16, for the Stop Now and Plan (SNAP) Youth Justice Program. The contract performance period is July 1, 2025, through April 14, 2030. Developed by the Child Development Institute, SNAP is a proprietary, evidence-based cognitive behavioral model recognized by the Florida Department of Juvenile Justice for its proven effectiveness in reducing recidivism and improving outcomes for justice-involved youth ages 12 through 19.

Youth referred to the SNAP Program must be under the supervision of the Department of Juvenile Justice. The program targets youth currently under community supervision, including those on probation, conditional release, or post-commitment probation.

This contract supports Orange County's ongoing efforts to intervene early and reduce the likelihood of further law enforcement contacts and/or gang membership among youth between the ages of 12 and 19 who are involved in the juvenile justice system.

BUDGET: N/A

BCC Mtg. Date: August 5, 2025

CONTRACT BETWEEN
FLORIDA NETWORK OF YOUTH AND FAMILY SERVICES, INC.
AND
ORANGE COUNTY, FLORIDA

THIS CONTRACT is entered into between the **FLORIDA NETWORK OF YOUTH AND FAMILY SERVICES, INC. (hereinafter referred to as the "Florida Network")**, whose address is **2850 PABLO AVENUE, TALLAHASSEE, FLORIDA 32308**, and **ORANGE COUNTY, FLORIDA (hereinafter referred to as the "Provider ")**, whose address is, **201 South Rosalind Avenue, Orlando, FL 32801** to provide Stop Now and Plan (SNAP) Youth Justice program for youth who are under community supervision with the Department of Juvenile Justice.

In consideration of the mutual benefits to be derived from performance under this Contract, the Florida Network 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 Florida Network's Contract Manager in writing prior to payment.

II. GOVERNING AUTHORITY

The references listed below are included in this 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 (F.S.).
- b. The Provider shall comply with Rule 62-730.160, Florida Administrative Code (F.A.C.), 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), 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 Florida Network 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) 717-2597, THE EMAIL ADDRESS IS PublicRecordsReq@fldjj.gov 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 Florida Network.
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, F.S.
4. Unauthorized aliens shall not be employed. The Department and Florida Network shall consider the employment of unauthorized aliens a violation of Part 274a 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 Florida Network. 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, religion, 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 the performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act; 34 U.S.C. §

10228; Juvenile Justice and Delinquency Prevention Act of 1974; 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 **July 1, 2025**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on April 14, 2030**. In the event the parties sign this Contract on different dates, the latter date shall be the effective date.
2. The Florida Network 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 Florida Network'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 Florida Network. Any costs incurred by the Provider for the renewal of this Contract shall not be charged to the Florida Network.
3. Per 287.138(3), F.S., beginning July 1, 2025, a government entity may not extend or renew a contract with an entity listed in section 287.138(2)(a)-(c) F.S., if the contract would give such entity access to an individual's personal identifying information. Per 287.138(4)(b) F.S., beginning July 1, 2025, when an entity extends or renews a contract with a government entity which would grant the entity access to an individual's personal identifying information, the entity must provide the government entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in section 287.138(2)(a)-(c) F.S.

B. Method of Payment

This is a fixed price (unit cost) Contract. The Florida Network shall pay the Provider for the delivery of service units provided in accordance with the terms of 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 Florida Network's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The parties agree that the Florida Network is only responsible for payments as specified below.

1. Contract Amount

Total compensation under this Contract shall not exceed **\$987,016.16**. The Florida Network will pay the Provider in arrears at a fixed rate per session, not to exceed 13 sessions per group:

FY25/26

For the period of July 1, 2025 through June 30, 2026, the Florida Network will pay the Provider at the rate of **\$1,309.04** per session, for up to 156 sessions, not to exceed a total of **\$204,210.24**.

FY26/27

For the period of July 1, 2026 through June 30, 2027, the Florida Network will pay the Provider at the rate of **\$1,309.04** per session, for up to 156 sessions, not to exceed a total of **\$204,210.24**.

FY27/28

For the period of July 1, 2027 through June 30, 2028, the Florida Network will pay the Provider at the rate of **\$1,309.04** per session, for up to 156 sessions, not to exceed a total of **\$204,210.24**.

FY28/29

For the period of July 1, 2028 through June 30, 2029, the Florida Network will pay the Provider at the rate of **\$1,309.04** per session, for up to 156 sessions, not to exceed a total of **\$204,210.24**.

FY29/30

For the period of July 1, 2029 through April 14, 2030, the Florida Network will pay the Provider at the rate of **\$1,309.04** per session, for up to 130 sessions, not to exceed a total of **\$170,175.20**.

2. Payment and Submission of the Final Invoice

The Provider shall submit the final invoice for payment to the Florida Network no later than 30 days after this Contract ends or is terminated. If the Provider fails to do so, all rights to payments are forfeited, and the Florida Network 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 the 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 is permitted by this Contract, the Provider shall submit an invoice in accordance with section 112.061, F.S., 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 Florida Network has the option to modify this Contract in the event the Florida Network'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 the execution of the amendment. Changes agreed to under these options may result in a change to the Maximum Contract Dollar Amount.

a. Option for Increased Units of Service

The Florida Network has the option to modify this Contract by exercising the option to increase units of service by an amount not to exceed an additional 50% of the base number of units of service in the original Contract. Any increase in units of service shall be evidenced by an amendment executed by both parties. The optioned services may not commence before the execution of the amendment. Delivery of additional units of service shall be upon the terms, conditions, and rate agreed in the exercise of the options of this Contract.

b. Option for Changes in Contract Services

The Florida Network has the option to modify this Contract, including adding or reducing services and/or program capacity, changing the restrictiveness level, and/or changing the location of the program during the term of this Contract. The optioned services shall be consistent with and/or enhance the original intent and purpose of the original Contract. The optioned services may not commence before the execution of the amendment. Delivery of changed services shall be upon the terms, conditions, and rate agreed in the exercise of the options of this Contract.

5. Reduction of Invoice for Non-Delivery of Service

The Florida Network may reduce the amount of the monthly payment after finding substantial evidence of the Provider's non-delivery of service(s) required by this 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.

8. Staff Training Costs

- a. All costs occurring from, or associated with, Florida Network and Department-required training necessary for performance under this Contract or otherwise required by federal or state law, rule, or Florida Network and Department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider, and as outlined in the Florida Networks awarded response to the Department's solicitation. Therefore, all training costs are included in the total cost of the services requested. The Florida Network 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 (LMS) and well as the Florida Network's LMS, 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.

IV. LIABILITY

Indemnification

The Provider agrees to defend, indemnify, and hold harmless the Department, and the Department's officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the Provider's own negligent acts or omissions, or those negligent acts or omissions of the Provider's officials and employees acting within the scope of their employment, or arising out of or resulting from the Provider's negligent performance under this Contract. The Provider's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature.

Nothing contained in this Contract 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 of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

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. Florida Network Convenience

The Florida Network may terminate this Contract, in whole or in part, without cause, for its convenience, and without additional cost to the Florida Network, by giving no less than 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 90 days written notice to the Florida Network, 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 this Contract at the time the notice is issued and shall remain compliant for the duration of the performance period. The Provider shall notify the Florida Network's Contract Manager via the United States Post Office or delivery service that provides verification of delivery or hand delivery.

C. Default

The Florida Network may terminate this Contract, in whole or in part, for default, pursuant to the provisions of 287.1351, F.S., upon written notice to the Provider. If applicable, the Florida Network may employ the default provisions in 287.1351, F.S. 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 Florida Network'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 Florida Network may terminate this Contract upon no less than 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.
 - b. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, F.S.
 - c. Engaged in business operations in or with Cuba or Syria, pursuant to section 287.135, F.S.
 - d. Engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela, pursuant to subsection 215.472(3)(a), F.S.
 - e. Engaged in business operations with Cuba, the government of Cuba, or any company doing business in or with Cuba, pursuant to subsection 215.472(1), F.S.
2. Pursuant to paragraph 287.135(3)(a), F.S., the Provider agrees the Florida Network 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 Terrorism Sectors List; or has been engaged in business operations in or with Cuba or Syria; or pursuant to paragraph 215.472(3)(a), F.S., has been engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela, or pursuant to paragraph 215.473(1), F.S., has been engaged in business operations with Cuba, the government of Cuba or any company doing business in or with Cuba.
3. A company that, at the time of bidding or submitting a proposal or reply 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 Terrorism Sectors List, created pursuant to section 215.473, F.S.; or is engaged in business operations in or with Cuba or Syria; or is engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela; or is engaged in business operations with Cuba, the government of Cuba or any company doing business in or with Cuba is ineligible for, and may not bid on, submit a proposal or reply 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 TRANSACTION, AUDIT, AND REPORTING REQUIREMENTS

This contract has been determined to be a vendor contract.

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 years in accordance with Chapters 119 and 257, F.S., 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 Florida Network. The Provider shall ensure these records are available at all reasonable times for inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department and Florida Network. 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 years from the date the audit report is issued, and shall allow the Florida Network, the Department, or its designee, Department of Financial Services, or Auditor General access to such records upon request. The Provider shall ensure that all working papers are made available to the Florida Network, the Department, or its designee, Department of Financial Services, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Florida Network.

B. Transfer of Records

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

VIII. GENERAL TERMS & CONDITIONS**A. Incorporated by Reference**

When applicable, the Department's Invitation to Bid (ITB), Request for Proposal (RFP) or Invitation to Negotiate (ITN) 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 this 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 ITB, RFP, ITN, exhibits, and appendices, including any addenda.
3. Florida Statutes and Florida Administrative Code.
4. Department policy and procedures.
5. The Provider's bid, proposal, or reply as incorporated by reference.

If this 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 this Contract, or required to carry out this Contract, shall be purchased from the corporation

identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S. 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 Florida Network will monitor and evaluate the services provided under this Contract in accordance with all Florida Network and 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 and Florida Network policies and procedures shall be effective only if reduced to writing by the Department and Florida Network and shall be maintained in the Florida Network and 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, F.S.

H. Discriminatory Vendor List

In accordance with section 287.134, F.S., 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.
2. May not transact business with any public entity.

I. Suspended Vendor List

A Vendor, person, or entity who has been placed on the Florida Suspended Vendor List may not be awarded or renew a contract with the Department pursuant to section 287.1351.

J. Antitrust Violator Vendor List

In accordance with section 287.137, F.S. a person or an affiliate who has been placed on the Florida Antitrust Violator List following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity and may not transact business with any public entity.

K. 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 Florida Network and 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 Florida Network and 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 Florida Network and Department of Juvenile Justice.

L. 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 from the Florida Network's Contract Manager. Approval by the Florida Network of assignments or subcontracts shall not provide for the Florida Network incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Florida Network 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 Florida Network'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 Florida Network to be subcontracted, a signed copy of any subcontract for direct services shall be provided to the Florida Network'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 Florida Network, pursuant to subsection 287.0585(1), F.S.

M. Sponsorship

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

N. Products Available from The Central Non-Profit Agency for the Blind or Other Severely Handicapped (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 non-profit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S. 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/central_non_profit_agency_for_the_blind_or_other_severely_handicapped_respect

O. Force Majeure

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

P. Insurance

1. The Provider shall maintain, if applicable, the following types of insurance listed below during the entire period of this Contract and submit proof of maintenance to the Florida Network prior to the delivery of service, and annually thereafter. The Provider shall mail a notice to the Florida Network's Contract Manager at least 30 days prior to any material changes in the provisions or cancellation of the policy.
 - a. Commercial General Liability with a minimum limit of \$500,000.00 per occurrence and \$1,000,000.00 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury, advertising liability, and medical payments.
 - b. Automobile Liability Insurance shall be required and shall provide bodily injury and property damage liability covering the operation of all vehicles used in conjunction with performance of this Contract, including hired and non-owned liability coverage:
 - 1) With a minimum limit for bodily injury of \$250,000.00 per person.
 - 2) With a minimum limit for bodily injury of \$500,000.00 per accident.
 - 3) With a minimum limit for property damage of \$100,000.00 per accident.
 - 4) With a minimum limit for medical payments of \$10,000.00 per person.
2. The Provider shall maintain Worker's Compensation and Employers' liability insurance as required by Chapter 440, F.S., with minimum employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person and \$500,000.00 policy aggregate.
3. The Department shall maintain insurance for all Department-furnished real and personal property in Department-owned or leased facilities that are utilized by the Provider to deliver services under this Contract. For those services that are not delivered in Department-owned or leased facilities, the Provider shall procure and maintain "fire and extended coverage" for all property, furnishings and equipment furnished by the Department in an amount equal to its full insurable replacement value. The Department shall be named as a loss payee on these policies.
4. This Contract shall not limit the types of insurance the Provider may choose to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under this Contract.
5. All insurance shall be in effect before the Provider commences services under this Contract or takes possession of Department-furnished property. The Provider shall deliver all Certificates of Insurance to the Florida Network before the Florida Network provides any funds. A Florida-regulated insurance company or an eligible surplus lines insurance carrier shall write all insurance. The Certificates shall be completed and signed by authorized Florida Resident Insurance Agents or Florida Licensed Nonresident Insurance Agents and delivered to the Florida Network's Contract Manager. All certificates shall be dated and contain:
 - a. The name of the Provider, the program name, the name of the insurer, the name of the policy, its effective date, and its termination date.
 - b. The State of Florida listed as an Additional Named Insured for policies of General Liability and Automotive Liability.
 - c. All coverage required in this Contract.
6. Notwithstanding any other provision of this Contract, Florida Network acknowledges that the Provider is a political subdivision of the State, and therefore the Provider has the right to self-insure for all types of insurance coverage specified in this Contract to the limits allowed by law including, but not limited to, section 768.28, Florida Statutes. The Provider's purchasing of commercial

insurance with limits in excess of the statutory limits does not constitute a waiver of the Provider's sovereign immunity or any other limitation of the Provider's liability.

Q. Suspension of Work

The Florida Network may, in its sole discretion, suspend any or all activities under this Contract, at any time, when in the interests of the State to do so. The Florida Network 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 90 days, or any longer period agreed to by the Provider, the Florida Network shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate this Contract. The Provider will not receive compensation during the suspension period for the services that are under suspension.

R. Inspector General Requirements

1. Investigation

Pursuant to section 20.055, F.S., 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, 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 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 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, F.S. 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 this Contract.

Pursuant to DJJ Policy 1800 (revised 1/30/18), the Provider shall perform pre-employment assessments using a suitability assessment tool for all prospective employees providing direct care to youth prior to hiring.

S. Quality Improvement Standards

1. The Florida Network will evaluate the Provider's program, in accordance with section 985.632, F.S., to determine if the Provider is meeting minimum thresholds of performance pursuant to the Florida Network's Quality Improvement standards.
2. A Provider failing a Quality Improvement Review shall cause the Florida Network to conduct a second Quality Improvement Review within six months. Failure of the second Quality Improvement Review shall cause the Florida Network to terminate

the Provider's Contract, unless the Florida Network determines there are documented significant extenuating circumstances. In addition, if the Provider's Contract is terminated, the Florida Network may not contract with the same Provider for the terminated service for a period of 12 months.

3. Quality Improvement Reviews shall be based only on current and future standards assessing compliance with this Contract, local, state, and federal laws, rules, regulations, and codes, as well as the Florida Network and Department policies and procedures upon full execution of this Contract. After execution, any changes or modifications to the terms and conditions of this Contract shall be negotiated between the Florida Network and the Provider and documented in writing through the execution of a contract amendment.
4. The Provider may ensure a minimum of one 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 Florida Network, and have completed the Florida Network'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.

T. Monitoring

The Florida Network 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 and Florida Network policies and procedures in accordance with FDJJ Policy 2000 (Revised 1/31/19). The Provider shall permit persons duly authorized by the Department and Florida Network 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 Florida Network deems appropriate. Following such inspection, the Florida Network 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 Florida Network within the specified period of time set forth in the Florida Network's Monitoring Report. The Provider's failure to correct these deficiencies within the time specified by the Florida Network may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

U. 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).
 - 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 contracted sessions prorated on a daily basis X per session rate X 2.0% = Financial Consequence. Imposition of consequences shall be per deficiency per day.*
3. Upon the Florida Network'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 Florida Network's concerns, the amount of the financial consequence and the month the

deduction shall be made on the invoice. The Florida Network'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).

V. Confidentiality

1. Pursuant to section 985.04, F.S., 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 this 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 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 this 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.

W. Dispute Resolution

Any dispute concerning compliance and/or performance of this Contract shall be decided by the Florida Network'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 Chief Operating Officer or designee of the relevant program area for resolution.

X. 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.

Y. 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.

Z. 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.

AA. Information Technology (IT) Security

In accordance with Rule 60GG-2.001 through 60GG-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.

AB. Information Resource Request

All Department Contract Providers must receive written approval from the Department prior to purchasing any Information Technology (IT) Resource used in the performance of contractual obligations under this Contract. IT Resources are defined in Department Procedure FDJJ – 1205.01P (Revised 6/6/17), titled Information Technology Resource Management Procedures and is located on the Department's website at:

<http://www.djj.state.fl.us/partners/policies-resources/departments-policies>.

The Provider agrees to secure prior written approval by means of a Department Information Resource Request (IRR) form before the purchase of any IT Resource. The 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 this Contract. The Provider will not be compensated for any IT Resource purchases made prior to obtaining the Department's written approval.

AC. Data Input into Department's Systems

The Provider is required to input data into the Staff Verification System (SVS) computer applications during the term of this Contract.

AD. Substitution of Work Experience

Pursuant to subsection 287.057(28), F.S., the Department/Provider may substitute verifiable, related work experience in lieu of postsecondary education requirements for contractual services pursuant to s. 112.219, F.S., if the Provider staff is otherwise qualified for the position. For Provider staff who are seeking to substitute work experience, a waiver or an exempt request shall be submitted to the Florida Network for approval prior to hiring. Providers requesting to substitute work experience for Provider or subcontracted staff must submit a waiver or exemption request to the Florida Network for approval prior to any staff working in a position(s) for which the Provider is requesting a substitution of work experience.

AE. Equal Opportunity

The Department is committed to equal opportunity in its hiring, rejecting discrimination in all its forms. The Department, and its providers and subcontractors will strictly adhere to section 760.10, F.S., so that staff and the public may be assured that employment decisions are based on merit and not upon considerations of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status, except for the rare instances where all but race and color may be deemed a bona fide occupational qualification under subsection (9). Nor shall the Department, its providers or subcontractors encourage or condone discrimination based upon race, color, national origin, or sex.

All curricula and treatment resources must comply with sections 1000.05(4)(a) and 1003.42(3). Youth training and instruction must consistently adhere to the concepts in these statutes, whether given inside or outside the classroom. Programming must not espouse, promote, advance, inculcate, or compel the belief that members of one race, color, national origin, or sex are morally superior to members of another race, color, national origin, or sex. Nor shall curricula or treatment resources convey that a person by virtue of his or her race, color, national origin, or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously. Providers' programming, along with that of their subcontractors and other associated entities, must reflect a corporate culture that does not discriminate against or adversely treat a person based on his or her race, color, national origin, or sex in an effort to produce diversity, equity or inclusion.

AF. United States (US) – Produced Iron and Steel in Public Works Project

1. Public Works Project

An activity paid for with any state-appropriated funds or state funds administered by a governmental entity which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation or other facility, project or portion thereof owned in whole or in part by any government entity.

2. US – Produced Iron and Steel Requirement

Any iron or steel product permanently incorporated into the project be produced in the United States.

a. Exceptions

- 1) If the US – produced iron/steel is not available in sufficient quantities, not reasonably available or of satisfactory quality.
- 2) If the total cost would be increased by more than 20% to use the US iron/steel.
- 3) If compliance with the law would be inconsistent with the public's interest.

b. Foreign iron/steel can be used if:

- 1) The cost does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater. Cost is the value of the iron/steel as they are delivered.
- 2) The materials are incidental or ancillary to the primary product and not separately identified in project specs.

c. Exempt components are electrical components, equipment, systems, appurtenances including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

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 affect 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: Sample Invoice¹
- Exhibit 2: Sample Youth Census Report¹
- Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report¹
- Exhibit 4: Staff Vacancy Report²
- Exhibit 5: Staff Hire Report²

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.

FLORIDA NETWORK OF YOUTH AND FAMILY SERVICES, INC.

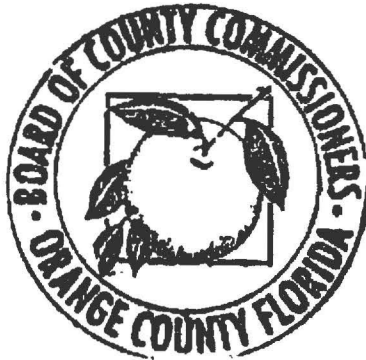
SIGNED BY: Amy Orman

NAME: Amy Orman

TITLE: COO

DATE: 07/08/2025

VENDOR NUMBER: 59-1696847



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Jerry Demings
for Jerry Demings
Orange County Mayor

Date: August 5, 2025

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

ATTACHMENT I**SERVICES TO BE PROVIDED****I. GENERAL DESCRIPTION**

- A. General Overview
The Provider shall operate a Stop Now and Plan (SNAP®) Youth Justice program (Program) throughout the state of Florida, to serve youth who are under the supervision of the Department of Juvenile Justice (Department) on Probation, Conditional Release (CR), or Post-Commitment Probation (PCP). SNAP® Youth Justice is a proprietary cognitive behavioral model owned by the Child Development Institute (CDI). It is recognized by the Department as a practice with demonstrated effectiveness and is consistent with the Department's commitment to implement evidence-based services throughout the state. The purpose of the Program is to reduce the risk of further contact with law enforcement and/or gang membership among youth between the ages of twelve (12) and nineteen (19) who are involved in the juvenile justice system.
- B. Description of Services
The Provider shall maintain and adhere to its SNAP® license agreement for the entire term of the Contract. The Program shall be delivered in accordance with the requirements set forth in its SNAP® license agreement (license agreement), including the most recent version of each resource referenced therein. The Program shall be provided in a location that is recognized as a SNAP® Affiliate and is authorized in the Provider's SNAP® license agreement to deliver the SNAP® program.
- C. Authority
Pursuant to section 985.601(3)(a), Florida Statutes (F.S.), the Department is authorized to contract for community-based non-residential programs to provide rehabilitative treatment to youth under its supervision.
- D. Service Limits
Services shall be limited to eligible youth served by the Program and their families; the Department shall be the sole source of youth served by the Program.

II. YOUTH TO BE SERVED

- A. Youth Eligibility
Youth who are referred to the Program shall be under the supervision of the Department on Probation, CR, or PCP, and between the ages of twelve (12) and nineteen (19). Youth who are involved in the juvenile justice system under an alternative legal status and/or are younger than twelve (12) years of age or older than nineteen (19) years of age may be referred to the Program upon mutual agreement of the Provider and the Department.
- B. Limits on Youth to be Served
Only youth referred by the Department are eligible to be served by the Program. Youth who are diagnosed with autism spectrum disorder and/or a severe mental health condition (e.g., psychosis, substance withdrawal, major depressive episode, suicide ideations) are not eligible to participate in the Program.
- C. Youth Referrals
1. The Department will refer youth to the Program through the Juvenile Justice Information System (JJIS). The Provider will use the Florida Network approved referral form.
 2. JJIS will notify the local agency via email when a youth has been referred to the Program. The Provider shall review the referral, including any attachments, within two (2) working days and contact the assigned Juvenile Probation Officer (JPO) (email acceptable) if additional information is needed to review the referral.
 3. The Provider shall contact the assigned JPO via email within five (5) working days after receiving the complete referral to confirm the youth's initial acceptance and provide a tentative start date for the 13-week delivery. If the Provider is not able to accept the referral for whatever reason or believes that the youth is not eligible for the Program, the Provider shall contact the JPO and JPO Supervisor (JPOS) within three (3) working days to discuss the referral.
 - a. If the JPO and JPOS agree with the Provider that the referral cannot be accepted or the youth is ineligible, the Provider shall reject the referral in JJIS; the reason

- the referral cannot be accepted, or the youth is ineligible shall be documented in the comments.
- b. If the JPO and JPOS disagree with the Provider that the referral cannot be accepted or the youth is ineligible, the discussion shall be escalated to the Chief Probation Officer (CPO) and Florida Network, who shall make the joint decision regarding the disputed referral in collaboration with the Provider. The CPO may consult with the Regional Director or designated Probation HQ staff as needed; the Provider will consult with the Florida Network as needed.
 - c. If the CPO agrees with the Provider that the referral cannot be accepted or the youth is ineligible, the Florida Network shall reject the referral in JJIS; the reason the referral cannot be accepted, or the youth is ineligible shall be documented in the comments.
4. The Provider shall accept the referral in JJIS and place the youth in the Program in JJIS within three (3) working days after confirming the youth's initial acceptance with the JPO, or within three (3) working days after the CPO's determination that the youth can be accepted and is eligible for the Program.

III. SERVICES TO BE PROVIDED

- A. Local Agency Training
 1. The Provider shall train a sufficient number of personnel to facilitate the number of sessions required by this Contract without delays or rescheduling.
 2. The Provider shall ensure that all personnel who provide services directly to youth under this Contract complete all pre-service/pre-operational and in-service training required by the Florida Network in this Contract.
- B. Local Agency Consultation
 1. The Provider shall participate in consultation meetings (teleconference or virtual meeting acceptable) with the Florida Network to provide Program support and ensure that adherence to the requirements of the license agreement, this Contract, and overall service delivery. The Provider shall participate in two (2) pre-implementation consultation meetings before accepting referrals; weekly consultation meetings for the first four (4) weeks after the local agency begins accepting referrals; and monthly consultation meetings thereafter. Consultation meetings shall address, but are not limited to:
 - a. Fidelity weaknesses and strengths, focusing on groups performing at or below acceptable levels of fidelity;
 - b. Troubleshooting behavioral difficulties in groups;
 - c. Receipt of inappropriate referrals from the Department, including any significant volume of referrals for ineligible youth that warrant follow-up with the local CPO or designated Probation HQ staff;
 - d. Community outreach efforts;
 - e. Client progress, including any significant lack of progress that warrants follow-up with the assigned JPO;
 - f. Compliance strength and areas for improvement;
 - g. Site-specific problems and concerns; and
 - h. Updates on internal conference calls with SNAP® Youth Justice sites.
 2. The Florida Network may invite Department staff, such as the local CPO or designated Probation HQ staff, to a consultation meeting if needed to discuss any concerns related to the provision of services under this Contract.
- C. Youth Intake
 1. The intake process shall be completed within two (2) weeks of the local agency accepting the referral in JJIS and placing the youth in the Program in JJIS. The Provider shall expedite the intake process to the extent possible if slots are available in a 13-week program that begins in less than two (2) weeks of the local agency accepting the referral and placing the youth in the Program.
 2. The youth and their parent(s)/guardian(s) (if possible) must participate in the intake process. The Provider shall contact the assigned JPO for assistance if it experiences any difficulties scheduling or completing the intake process due to lack of youth and/or parent/guardian cooperation.

3. The intake process shall include the completion of all intake activities required by the license agreement and/or the Florida Network for youth to participate in the Program, including the Network Inventory of Risks, Victories, And Needs Assessment (NIRVANA), SNAP® Orientation Session, Consents to Treatment and Research, How I Think (HIT) Questionnaire, and Social Skills Improvement System (SSIS) Student and Adult forms. Completion of the intake process and related data shall be recorded in the NetMIS and made available to the Department upon request.
4. The Provider shall contact the assigned JPO (email acceptable) upon completion of the intake process and provide the date, time, and location of the first session of the 13-week program to which the youth is assigned.
5. The Provider shall contact the youth no earlier than seventy-two (72) hours and no later than twenty-four (24) hours prior to the first session to remind the youth of the date, time, and location of the session. The Provider shall contact the assigned JPO immediately via telephone if there is any indication that the youth may not attend the first session for whatever reason.

D. Program Delivery

1. The Provider shall deliver the 13-week SNAP® Youth Justice program in 13 sessions. If approved by the Florida Network (email acceptable), a local agency may deliver two (2) sessions during one week and/or skip a week as needed to due to a state holiday, weather event, or other irregular situation that interferes with the regular 13-week schedule. Such adjustments shall be reported to the local CPO.
2. The number of youth assigned to a 13-week program shall not exceed eight (8) youth. If approved by the Florida Network and the local CPO (email acceptable), a local agency may delay the start of a 13-week program if the number of youth scheduled to participate is not conducive to the effective delivery of the program.
3. The Provider shall make an effort to assign youth to each 13-week program in a manner that ensures the group composition does not include youth with more than two (2) nonadjacent risks to reoffend, as indicated by the Community Assessment Tool (CAT) completed by the Department. If possible, each group should be comprised of one risk to reoffend, a mixture of Low and Moderate risk youth, a mixture of Moderate and Moderate-High risk youth, or a mixture of Moderate-High and High risk youth.
4. The Provider shall make an effort to assign youth to each 13-week program in a manner that ensures the group composition does not include youth with an age differential greater than three (3) years of age. For example, if possible, a group with a youth who is twelve (12) years of age should not include any youth older than sixteen (16) years of age.
5. The Provider shall deliver the SNAP® Youth Justice program in accordance with the SNAP® license agreement, including the most recent version of each resource referenced therein, namely the SNAP® for Youth Male Manual, SNAP® for Youth Female Manual, and SNAP® for Youth Facilitator Guide.
6. Sessions shall be provided during traditional and non-traditional hours based on the needs and availability of youth and families. Services shall not interfere with regular school hours for youth who are enrolled in school.
7. The Provider shall maintain a sign-in sheet for each session conducted, which shall include, but is not limited to, the topic(s) of the session; the location, date(s), and time(s) of the session; the name(s) of the facilitator(s); and a name and signature for each youth in attendance. Sign-in sheets shall be submitted with the monthly invoice.
8. The Provider shall report session attendance to the local CPO and each youth's assigned JPO (email acceptable) on a weekly basis. The Provider shall work with the assigned JPO as needed to address any attendance or behavioral issues that interfere with the delivery of the program.
9. The Provider shall record the completion of each session in NetMIS and the Florida Network will provide the information to the Department in the manner and format

mutually agreed upon by the Florida Network and the Department's Director of Research and Data Integrity.

E. Discharge

1. The Provider shall complete post-program assessment questionnaires, including a post-NIRVANA, HIT, and SSIS Student and Adult forms. Completion of post-program assessment questionnaires and related data shall be recorded in the NetMIS and made available to the Florida Network upon request.
2. The Provider shall contact the assigned JPO for assistance if it experiences any difficulties scheduling or completing discharge activities due to lack of youth and/or parent/guardian cooperation.
3. The Provider shall release the youth from the Program in JJIS upon completion of all discharge activities that involve direct contact with the youth and/or their parent(s)/guardian(s). The Provider may continue any tracking and evaluation activities required by the license agreement after the youth is released from the Program in JJIS.

F. Follow-Up Services

1. Follow-up services shall be provided by the Provider, to ensure the youth is utilizing the skills learned in group and complying with all probation sanctions.
2. Follow-up services shall be provided at a minimum of 30 days and 60 days after case closure regardless of the type of services or interventions provided.
3. All information collected should be entered into NetMIS within the required timeframes.

G. Staffing/Personnel

1. 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, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the license agreement, the Florida Network, the Department, or another local, state, or federal agency, for the services to be performed or for the position held.
2. The Provider shall employ a sufficient number of staff to ensure the provision of services as required under the terms and conditions of this Contract. Staffing levels shall include an adequate number of SNAP® Youth Justice facilitators to facilitate the number of sessions required by this Contract.
3. All personnel providing services to youth and families under this contract, shall be at least twenty-one (21) years of age, possess a valid driver's license, and meet the following criteria:
 - a. Site Coordinator: This is a management position employed by the Provider. Site Coordinator must possess a related bachelor's degree and/or a minimum of two (2) years related experience; previous supervisory experience; familiarity with cognitive behavior modification; structured groups and parent education groups is required; and previous research and community/agency liaison experience is desired.
 - b. Facilitator: These positions deliver the SNAP® Youth Justice curriculum to youth and are employed by the Provider. Facilitators must possess a related bachelor's degree and/or a minimum of two (2) years of related experience; a positive attitude toward helping troubled youth and their families; an ability to work therapeutically with youth and their families from a behavioral systems approach; an ability to work on a multidisciplinary team; an understanding of family functioning, group dynamics, role-play, and behavior management techniques; and excellent communication skills. A second language and an aptitude for research activities are preferred.
4. The Provider providing services under this Contract shall comply with the Department's Background Screening (Contracted Provider Employees and Volunteers) Policy and Procedures, FDJJ-1800 and FDJJ-1800PC. Failure to comply with the Department's background screening requirements may result in termination of this Contract.

- a. A background screening shall be completed on all persons required to have a background screening, as outlined in FDJJ-1800PC, and provided to the Department's Contract Manager prior to the individual providing services to youth and families under this contract.
 - b. The Provider shall ensure that each person required to have a background screening completes the required background re-screening every five (5) years from the date of the most recent background screening. Five-year re-screenings shall not be completed more than twelve (12) months prior to the most recent background screening approval date. Results of re-screenings shall be provided to the Department's Contract Manager.
 - c. The Provider shall notify the Department's Background Screening Unit when an individual is no longer employed by the Provider or is no longer providing services under this contract.
5. All personnel who provide services under this Contract, including SNAP® Youth Justice facilitators, are not considered Direct Care Staff and are therefore not subject to pre-service/pre-operational and in-service training requirements for contracted Direct Care Staff, as outlined in Chapter 63H-3, F.A.C.
- a. All Provider employees who provide services under this Contract, including SNAP® Youth Justice facilitators, must complete the following pre-service/pre-operational training:
 - 1) Within thirty (30) calendar days of the employee's date of hire:
 - a) Child Abuse Recognition, Reporting, and Prevention;
 - b) Civil Rights and Federal Funds (U.S. Dept. of Justice);
 - c) Equal Employment Opportunity;
 - d) Human Trafficking Intervention;
 - e) Information Security Awareness;
 - f) JJIS (including the PRB module), for staff who utilize JJIS;
 - g) Prison Rape Elimination Act (PREA); and
 - h) Sexual Harassment.
 - 2) Within ninety (90) calendar days of the employee's date of hire:
 - a) Adolescent Development and Behavior, for staff who have contact with youth;
 - b) Central Communications Center (CCC) Incident Reporting;
 - c) Confidentiality/Health Insurance Portability and Accountability Act (HIPAA);
 - d) CPR/First Aid, for staff who have contact with youth;
 - e) Infection Control/Bloodborne Pathogens, , for staff who have contact with youth;
 - f) Mental Health and Substance Abuse, for staff who have contact with youth;
 - g) Motivational Interviewing (MI), for staff who administer the NIRVANA;
 - h) NetMIS;
 - i) NIRVANA, for staff who administer the NIRVANA;
 - j) Suicide Awareness and Prevention, for staff who have contact with youth; and
 - k) Trauma Responsive Practices, for staff who have contact with youth.
 - b. All Provider employees who provide services under this Contract, including SNAP® Youth Justice facilitators, must complete the following in-service training annually:
 - 1) CCC Incident Reporting;
 - 2) Human Trafficking Intervention (every other year);
 - 3) Information Security Awareness;
 - 4) Mental Health and Substance Abuse, for staff who have contact with youth;
 - 5) PREA (every other year);

- 6) Sexual Harassment (every other year);
 - 7) Suicide Awareness and Prevention, for staff who have contact with youth; and
 - 8) Trauma Responsive Practices, for staff who have contact with youth.
- c. In addition to the training requirements listed above, all SNAP® Youth Justice facilitators must be trained in accordance with the license agreement requirements prior to the delivery of services to youth.
 - d. The Provider is required to utilize the Department’s Learning Management System (LMS) and Florida Network Learning Management System (LMS) for all required training that is available in the LMS. Additionally, the Provider must ensure that all required training provided outside of the LMS, including all instructor-led training, is recorded in each individual’s LMS account upon completion of each training. The Provider must complete the background screening process on the employee prior to being granted access to the LMS.
 - e. The Provider is responsible for all costs associated with meeting the staff training requirements required by this Contract and CDI. Any in-person training to be provided by the Department shall be coordinated with Probation’s Statewide Training Coordinator.

H. Groups and Sessions

- 1. The Program shall deliver the 13-week SNAP® Youth Justice program (i.e., 13 sessions) to the number of groups indicated below during each full fiscal year of the Contract. The number of groups, number of sessions, and maximum number of youth served shall be proportionate to the number of months in any partial fiscal years during the term of the Contract.

Circuit	# of Groups per Fiscal Year	# of Sessions per Fiscal Year	Maximum # of Youth per Fiscal Year
9	12	156	96

The number of groups per fiscal year may be adjusted based on the needs of the Florida Network in conjunction with the Department and upon mutual agreement of all parties (email acceptable).

IV. DELIVERABLES

The deliverable for this Contract shall be one session, regardless of the number of youth in attendance. The Provider shall schedule sessions and assign youth to groups in a manner that maximizes the utilization of this resource in the judicial circuit. All services provided under this Contract shall be included in the contracted rate. The Provider shall submit an invoice with sufficient documentation to fully justify payment for services delivered; documentation shall include a sign-in sheet for each session invoiced and a Youth Census Report. Failure by the Provider to promptly report and document deliverables as required shall result in a reduction in the invoice. In months where the Provider did not complete services, an invoice is not required. The Florida Network reserves the right to withhold any payment, or pro rate any payment, if the Provider fails to perform any task or other activity required in accordance with the terms and conditions of this Contract.

V. REPORTS

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

1. Invoice
 - a. A properly prepared invoice shall be submitted directly to the Florida Network's Contract Manager within four (4) business days following the end of the month for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, F.S., and any interest due shall be paid pursuant to section 55.03(1), F.S.
 - b. The Provider shall submit the monthly invoice via NetMIS accompanied by sufficient documentation to fully justify payment for the number of sessions invoiced; documentation shall include a sign-in sheet for each session invoiced and a Youth Census Report. The Provider shall report, in accordance with Florida Network policy, all youth admissions and releases in JJIS as required by the Contract. Failure by the Provider to promptly report may result in a reduction in the monthly invoice.
 - c. The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract.
 - d. Invoices for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - e. Documentation of service delivery shall be in accordance with Attachment I, Section IV., Deliverables, of this Contract.
2. Youth Census Report
A complete list of youth who were provided services required under the terms and conditions of this Contract during the service period detailed on the invoice shall be furnished. The Youth Census Report is to be submitted with the monthly invoice. At a minimum, the Youth Census Report shall include the youth's last name and initial of first name, Department of Juvenile Justice Identification (DJJID) number, and the dates that the youth was active. Prior to the submission of the monthly Youth Census Report, the Provider shall confirm the accuracy of youth census data in NetMIS and JJIS.
3. Staff Vacancy Report
The Provider shall provide a complete list of all vacant program positions required by this Contract, and include the position title, position number, date of vacancy, and position description. The Provider shall provide the Florida Network's Contract Manager with an explanation for vacancies which exceed sixty (60) calendar days. Services shall be provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant.
4. Staff Hire Report
The Provider shall provide to the Florida Network's Contract Manager, 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. A copy can be found at <http://www.djj.state.fl.us/partners/contract-management>.
5. Certificate of Insurance
A Certificate of Insurance for the Provider shall be provided to the Florida Network's Contract Manager prior to the delivery of service, and prior to expiration. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in this Contract.
6. Organizational Chart
The Provider's organizational charts 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.
7. Florida Minority Business Enterprise (MBE) Utilization Report
The Provider shall submit to the Florida Network's Contract Manager, along with each monthly invoice, a copy of Exhibit 3, Florida MBE Utilization Report, listing all payments made for supplies and services to MBEs during the invoice period. The listing shall identify the MBE code for each payment.

8. Ad Hoc Reports

The Provider shall provide the Florida Network ad hoc reports upon request of the Florida Network’s Contract Manager (or designee) or the Office of Probation and Community Intervention.

REPORT	FREQUENCY	DUE DATES	DUE TO
Invoice	Monthly	Within four (4) days following the end of the month for which services were provided	Contract Manager
Youth Census Report	Monthly	To be submitted with the invoice	Contract Manager
Staff Vacancy Report	Monthly	To be submitted with the invoice	Contract Manager
Staff Hire Report	Monthly	To be submitted with the invoice	Contract Manager
Certificate of Insurance	Upon execution and prior to expiration of coverage	Prior to the delivery of services and prior to expiration of coverage	Contract Manager
Organizational Chart	Upon execution and annually thereafter, and upon changes	Prior to the delivery of services, no later than July 1 of each year, and upon changes	Contract Manager
Florida MBE Utilization Report	Monthly	To be submitted with the invoice	Contract Manager
Ad Hoc Reports	Upon Request	Upon Request	Requester

VI. PERFORMANCE MEASURES

A. Performance Outcomes

Listed below are 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 measure and standards (level of performance) are met. Performance data shall be measured annually, beginning sixty (60) days after the contract start date.

1. **GOAL:** 100% of youth released from the program will not receive an Offense During Service (ODS).
MEASURE: This percentage is calculated by dividing the number of youth that did not receive an ODS by the total number of youth released. ODS is defined as any new law offense that occurred during placement and resulted in adjudication, adjudication withheld, or an adult conviction. The Comprehensive Accountability Report (CAR) includes the percentage of youth that did receive ODS, therefore this measure is the reverse of what is published in the CAR.
MINIMUM STANDARD: The percentage of youth released from the program that do not receive an ODS shall be at or above 85%.
2. **GOAL:** 100% of youth will not recidivate within one year of successfully completing the program.
MEASURE: This percentage is calculated by dividing the number of youth that did not recidivate by the total number of youth that successfully completed program. Recidivism is defined as any new law offense that occurs within twelve (12) months of program completion that results in an adjudication, adjudication withheld, or an

adult conviction. The CAR includes the percentage of youth that did recidivate, so therefore this measure is the reverse of what is published in the CAR.

MINIMUM STANDARD: The percentage of youth that did not recidivate within one year of successfully completing the program shall be at or above 85%.

B. Performance Evaluation

1. The Provider, throughout the term of this Contract, shall document compliance with required service tasks and 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 performance evaluation will use the process and data collected throughout the duration of this Contract to determine the effectiveness of the contracted services.
3. The results may be used in evaluation of the Florida Network's service needs or the Provider's performance when considering future Contract renewals and funding.