



Interoffice Memorandum

September 25, 2018

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

AGENDA ITEM

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

A handwritten signature in black ink, appearing to read "Lonnie C. Bell Jr.", written over the printed name.

FROM: Jason Reynolds, AICP, Administrator
Neighborhood Preservation and Revitalization Office
Contact: Karen Johnson, (407) 836-7509

SUBJECT: **Consent Agenda Item – October 16, 2018**
Florida Department of Juvenile Justice Youth POWER (Positive Outreach Wellness & Enrichment Resources) Project

The Neighborhood Preservation and Revitalization Office requests Board approval for non-competitive grant funding from the Florida Department of Juvenile Justice ("DJJ") to subcontract with the Central Florida Urban League for implementation of the Youth POWER (Positive Outreach Wellness & Enrichment Resources) Project. The Youth POWER Project is geared towards youth between the ages of five and seventeen to provide an effective prevention and intervention program, as well as activities to prevent juvenile delinquency. The total value of the funding provided by DJJ under this agreement is \$75,000.

The Department of Juvenile Justice will make an advance payment to the County in the amount of \$18,750 to cover expected cash needs of the Urban League during the first three months beginning on the date of contract execution. Each subsequent monthly invoice from the Urban League will be reduced by \$6,250 for each month of the contract term until the advance has been fully recouped.

The term of this program is from the date of full execution of the contract through August 31, 2019. The program will be monitored by the Neighborhood Preservation and Revitalization Office.

Consent Agenda Items – October 16, 2018

Florida Department of Juvenile Justice Youth POWER (Positive Outreach Wellness & Enrichment Resources) Project

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ACTION REQUESTED: Approval and execution of Contract between State of Florida, Department of Juvenile Justice and Orange County Board of County Commissioners Contract #10623 for The Youth POWER (Positive Outreach Wellness & Enrichment Resources) Project and approval to extend a preauthorized advance to the Central Florida Urban League for implementation of the initiative in FY 18-19. The term of the contract is from the date of full execution until August 31, 2019 in the amount of \$75,000. There is not a matching funds requirement.

SH/kp:jam

Attachment(s)

c: Randy Singh, Assistant County Administrator
Cristina Berrios, Assistant County Attorney, County Attorney's Office
John Petrelli, Director, Risk Management and Professional Standards
Yolanda S. Brown, Manager, Fiscal Division, Family Services Department
Jamilie Clemens, Grants Supervisor, Finance Division
Patria Morales, Management & Budget Advisor, Office of Management & Budget



FLORIDA DEPARTMENT OF JUVENILE JUSTICE

September 25, 2018

Mr. Jason Reynolds
Orange County Board of County Commissioners
450 East South Street
Orlando, FL 32801

RE: Subcontract Authorization – Contract 10623/ Orange County Board of County Commissioners

Dear Mr. Reynolds:

The purpose of this letter is to provide you written notice under the terms of your contract with the Department of Juvenile Justice to provide written approval to subcontract any of the work contemplated under the contract per section VIII, (J).

Please allow this letter to serve as the Department's written approval of your intent to subcontract the provision of services under this contract.

When executed, please forward signed copies of any and all subcontract or sub-subcontract agreements to the Department's contract manager.

If you have any questions, please feel free to contact your contract manager, Renee Frazier at renee.frazier@djj.state.fl.us or by phone at 850-717-2783.

Best Regards,

A handwritten signature in black ink, appearing to read "Aaron Mathews", with a stylized flourish at the end.

Aaron Mathews, Contract Management Supervisor
Bureau of Contract Management

Cc: Alice Sims, Assistant Secretary Prevention
Beth Davis, Chief, Bureau of Contract Management
Bob Roller, Chief, Bureau of Contracts
Kenyata Frazier, Procurement Manager

2737 Centerview Drive • Tallahassee, Florida 32399-3100 • (850) 488-1850

Rick Scott, Governor

Timothy Niermann, Interim Secretary

The mission of the Department of Juvenile Justice is to increase public safety by reducing juvenile delinquency through effective prevention, intervention, and treatment services that strengthen families and turn around the lives of troubled youth.

CONTRACT CONTENT ACKNOWLEDGMENT

This document serves as acknowledgement that either (1) the contract document forwarded for signature has not been modified or altered in any manner or (2) you have issues or concerns with the document that you wish for the Department to consider. Please mark the section below that applies and return it (if applicable) with the executed contract documents. Please note that if this section is not completed and returned to the Contract Administrator, the returned contract will be discarded with the exception of the signature page, and the Department's original contract document will be substituted. Also, contracts that are the result of a competitive procurement may not have material terms changed, modified or altered.

PLEASE INDICATE WHICH SECTION APPLIES:

Bo ✓

The attached document has been executed by the named Provider and no changes, material or otherwise, to the contract have been made.

The attached document has not been executed by the named Provider. The named Provider has issues or concerns in the following sections and pages of the document for Department review and consideration:

[illegible]

Contract #	10623	Amendment #	
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I hereby acknowledge that the information above is true and correct.

PROVIDER:
SIGNED BY:

B.7 Lakshman

NAME: **Ajit Lalchandani**

TITLE: County Administrator

DATE: 10.16.18

CAF 11042004



BCC Mtg. Date: October 16, 2018

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

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 BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as the "**Provider**"), whose address is **450 EAST SOUTH STREET, ORLANDO, FLORIDA, 32801**, to provide an effective prevention and intervention program, as well as activities to prevent juvenile delinquency through a prevention program known as "The Youth POWER (Positive Outreach Wellness & Enrichment Resources) Project" for youth between the ages of five and seventeen (17) residing in Orange County.

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

I. PERFORMANCE

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

II. GOVERNING AUTHORITY

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

A. State of Florida

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

1. Environmental Protection

- a. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this Contract shall be procured in accordance with the provision of section 403.7065, Florida Statutes (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), 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, F.S.
4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider shall verify the employment eligibility of Provider employees through The United States Department of Homeland Security's E-Verify system as stipulated in the "The E-Verify Program for Employment Verification" Memorandum of Understanding and other applicable guidelines of the U.S. Department of Homeland Security. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.
5. If this Contract contains in excess of \$10,000 in federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, as supplemented in the Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
6. If this Contract contains federal funds and provides services to children up to the age of 18, the Provider shall comply with the Pro Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the

- imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
7. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in or be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38, and Part 39.

III. CONTRACT TERMS AND METHOD OF PAYMENT

A. Contract Term

1. This Contract shall begin on **September 17, 2018**, or upon full execution, whichever is later; however, direct services to youth and full responsibility for the program will not begin until **December 1, 2018**. This Contract shall end at **11:59 P.M.** on **August 31, 2019**. In the event the parties sign this Contract on different dates, the latter date shall be the effective date.
2. The Department may renew this Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original Contract, or three years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and other factors deemed relevant by the Department. Any costs incurred by the Provider for the renewal of this Contract shall not be charged to the Department.

B. Method of Payment

This is a cost reimbursement Contract. The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of the contract. The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract. Furthermore, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The parties agree that the Department is only responsible for payments as specified below.

1. Contract Amount

Total compensation under this Contract shall not exceed **\$75,000.00**. The Department will reimburse the Provider for allowable monthly expenditures incurred pursuant to the terms of this Contract for a total dollar amount not to exceed \$75,000.00, subject to the availability of funds. Payment may be authorized only for allowable monthly expenditures which are in accordance with the limits specified on the approved Cost Reimbursement Line Item Budget, Exhibit 6.

The Department will make an advance payment in the amount of **\$18,750.00** to cover expected cash needs during the first three months of the Contract beginning on the date of Contract execution. Each monthly invoice will be reduced by **\$6,250.00** for each month of the contract term following the beginning of services to youth, until the advanced has been fully recouped.

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, 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 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 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. Pursuant to Comptroller's Memorandum #03 (2014-2015), all expenditures under this Contract shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including but not limited to the *Department of Financial Services Reference Guide for State Expenditures*. Pursuant to section 215.971, F.S., recipient and subrecipient contracts that are funded, in whole or in part, by state financial assistance require the following:

- a. The Provider may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- b. The Provider shall refund to the State any balances of unobligated cash that have been advanced or paid.

- c. Any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the State.

8. Staff Training Costs

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

PREA – Positions listed in the Contract, *direct-contact, non-direct-contact and subcontractors (two-year basis)

Sexual Harassment – Positions listed in the Contract, *direct-contact, non-direct-contact and subcontractors (two-year basis)

Human Trafficking - Positions listed in the Contract, direct-contact, non-direct-contact and subcontractors (one-year basis)

Trauma Informed Care – Positions listed in the Contract and subcontractors' *direct-contact positions (within ninety [90] days of Contract execution)

Information Security Awareness – Positions listed in the Contract, *direct-contact, non-direct-contact and subcontractors who handled/input youth information (within ninety [90] days of Contract execution)

Child Abuse/Incident Reporting – Positions listed in the Contract, *direct-contact, non-direct-contact and subcontractors (within ninety [90] days of Contract execution)

Suicide Prevention – Positions listed in the Contract, and subcontractors' *direct-contact positions (within ninety [90] days of Contract execution)

Equal Employment Opportunity (EEO) - Staff listed in the Contract, *direct-contact, non-direct contact and subcontractors (within ninety [90] days of Contract execution)

Program Monitoring & Management (PMM) System/Juvenile Justice Information System (JJIS)/Staff Verification System (SVS) – One (1) position listed in the Contract must initially be trained.

Cardiopulmonary Resuscitation (CPR)/First Aid - The Provider shall acquire CPR/First Aid training from a third-party source for all *direct-contact positions and subcontractors' *direct-contact positions.

e. Prevention Assessment Tool (PAT) Training (one day)

For Provider staff completing the PAT and/or entering the PAT data in JJIS, the following required trainings must be completed: JJIS, Motivational Interviewing (MI), and PAT. The PAT was developed to assist prevention programs in identifying areas of highest criminogenic need, developing a meaningful intervention plan, and monitoring progress in reducing risk factors and increasing protective factors. Prerequisites for this training are completion of both JJIS and MI trainings. The Provider may request PAT training by accessing the following link: <http://www.djj.state.fl.us/partners/our-approach/PACT/prevention-assessment-tool>.

f. MI Training (two days)

Provider staff utilizing the PAT shall complete MI training prior to the PAT training. MI is a directive, client-centered interaction style for eliciting behavior change by helping youth to explore and resolve ambivalence. MI training is intended to provide staff with more effective communication strategies to utilize when interacting with youth. The Provider may conduct their own MI training, as long as they have a Department approved Qualified Trainer who follows the training protocol/trainer agreement issued by the Department and the trainer meets Qualified Trainer qualifications. Documentation of MI training shall be maintained for each staff. The Provider shall coordinate with the Department's assigned Contract Manager to schedule MI training.

All staff shall have in his/her personnel file documentation of the completion of minimum training requirements, with the number of hours completed. All employees hired after Contract execution shall complete training requirements within ninety (90) days of hire date. Training information shall be updated based on certification or minimum training requirements for individual trainings. Training documentation may be requested by the Department for validation purposes. All training costs and expenses associated with training/travel for training Provider's staff are the responsibility of the Provider.

**direct-contact - staff who have face to face contact with youth.*

IV. **LIABILITY**

Claims

- A. The Provider shall assist in the investigation of injury or damages either for or against the Department or the State of Florida pertaining to the Department's respective areas of responsibility or activities under this Contract and shall contact the Department regarding the legal actions deemed appropriate to remedy such damage or claims.
- B. The Provider is responsible for all personal injury and property damage attributable to its negligent acts or omissions, including civil rights violations, and of its officers, employees, and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto.

V. TERMINATION

All termination notices shall be sent by certified mail, or other delivery service with proof of delivery as detailed in Attachment I 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), F.A.C, upon written notice to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3) and (4), F.A.C. 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 on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel.
2. Pursuant to paragraph 287.135(3)(b), F.S., the Department may, at its option, terminate any Contract for goods or services **of any amount** entered into or renewed on or after July 1, 2018, if the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

The Department has determined that this is a Sub-Recipient Contract. Sub-recipients of state or federal financial assistance are exempt from the seven-tenths of one percent (0.7%) MFMP transaction fee per F.A.C. rule.

A. Financial Audit Compliance:

1. The Provider shall provide to the Department an audit in accordance with the requirements of the Florida Single Audit Act (Attachment 2), as applicable. Information regarding this audit is specified in Exhibit 2 of this Contract.
2. This audit shall be submitted within nine months (270 calendar days) after the end of the Provider's fiscal year and 12 months after the end of a governmental agency's fiscal year.
3. The Catalog of State Financial Assistance number for this program is **CSFA #80.029**.

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

1. The Recipient shall establish and utilize accounting mechanisms and records in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect, track, and document, the receipt, investment, expenditure, and disbursements to Sub-recipients, and which fully and accurately reflect, track, and document satisfaction of all matching requirements under this Contract.
2. Where the Recipient in its accounting mechanisms and records relies on reports and information from Sub-recipients, the Recipient shall have required and

assured that such reports and information are based upon accounting mechanisms and records established and maintained by Sub-recipients in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect and track receipt, investment, and expenditure or refund of all funds disbursed to those Sub-recipients, and which fully and accurately reflect, track, and document satisfaction of all matching requirements under this Contract.

3. Co-mingling by the Recipient or Sub-recipients of state funds with any other funds is strictly prohibited. The Provider shall keep separate state funds from multiple agencies and/or multiple programs within the same agency. The Recipient and Sub-recipients shall establish and maintain accounting records for funds and shall account for such funds on a basis separate and apart from other funds and activities of the Recipient and Sub-recipients.
4. The Recipient shall maintain and shall ensure that Sub-recipients for their activities maintain, sufficient documentation of all expenditures of funds (e.g., detailed invoices, cancelled checks, payroll detail, bank statements, etc.) as will establish that expenditures are allowable under the Contract and applicable laws rules, and regulations; and are reasonable and necessary for the purpose of fulfilling obligations under this Contract.

C. Federal Financial Assistance

Contracts that are funded, in whole or in part, by federal financial assistance require compliance with the published requirements entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200). This guidance supersedes and consolidates the requirements from the Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for awards or increments of awards issued on or after December 26, 2014.

The Super Circular also applies to sub-awards made by State and local governments to an organization covered by the circular and provides that:

1. A grant may be charged only allowable costs resulting from obligations incurred during the specified funding period.
2. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for other projects must be refunded to the federal government.
3. Any funds paid in excess of the amount to which the recipient is finally determined to be entitled, under the terms and conditions of the award, constitutes a debt to the federal government.

VII. RECORDS REQUIREMENTS

A. Record Retention

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five 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 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 years from the date the audit report is issued, and shall allow 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 Department, or its designee, Comptroller, 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 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, 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 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, 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; and
2. May not transact business with any public entity.

I. Copyrights and Right to Data

1. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so.
2. If the materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the State. Ownership of intellectual property created as a result of the services delivered under this Contract will reside with the Department.

J. Assignments and Subcontracts

The Provider shall not assign responsibility of this Contract to another party, subcontract for any of the work contemplated under this Contract, or transfer program services to another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Department may monitor the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this Contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's review of subcontractor agreement(s) associated with this Contract award does not relieve the Provider of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.

K. Sponsorship

If the Provider is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by *Orange County Board of County Commissioners* and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.

L. Products Available from Blind or Other Severely Handicapped Central Non-Profit Agency (RESPECT)

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, 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. http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/respect

M. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes. However, acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes do not relieve the Provider from its responsibility under the Contract, for the health, safety and welfare for the youth assigned to it by the Department.

N. Insurance

Without waiving its right to sovereign immunity as provided in section 768.28, F.S., 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, F.S.

1. The Provider, a PUBLIC ENTITY, agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with F.S. 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, 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 the Contract.

Q. Quality Improvement Standards

1. The Department 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 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 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 02/08/18). 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 02/08/18) 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 frame(s).
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 value of the Contract X 0.1% = Financial Consequences. 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, 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 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: <http://www.sam.gov/>. 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) 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.dji.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 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: Florida Single Audit Act and FSAA's Exhibit 1
 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
 Exhibit 6: Cost Reimbursement Line Item Budget

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 BOARD OF COUNTY
COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: *Ajit Lalchandani*

SIGNED BY: *Timothy Niermann*

NAME: Ajit Lalchandani

NAME: TIMOTHY NIERMANN

TITLE: County Administrator

TITLE: INTERIM SECRETARY

DATE: 10.22.18

DATE: 10-23-2018

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 Description of Services

The Provider shall operate a program known as The Youth POWER (Positive Outreach Wellness & Enrichment Resources) Project. The Provider shall ensure the Youth POWER program meets the targeted needs of youth residing in Orange County by providing effective prevention and intervention programs as well as activities to prevent juvenile delinquency. The Youth POWER Program will provide youth and families with engagement strategies and activities to minimize factors associated with gun violence and crime. The Provider shall provide services to youth who are identified as at-risk of becoming involved in the juvenile justice system and youth who are already involved in the juvenile justice system and are between the ages of five to seventeen (17).

B. General Services to be Provided

The Provider and approved subcontractors (if applicable) shall deliver services, which include, but are not limited to:

1. DJJ Prevention Assessment Tool (PAT);
2. Transportation Services (if applicable);
3. Youth Service Plan; and
4. Core Services;
 - a. Anger Management Workshops,
 - b. Social Responsibility Workshops, and/or
 - c. Youth Gang Resistance Education.

C. Authority for Specific Contracted Program Services

Authority for specific contracted program services is found in chapter 985, Florida Statutes (F.S.) and gives the Department of Juvenile Justice the authority to develop and implement effective programs to: prevent delinquency; divert children from the traditional juvenile justice system; intervene at an early stage of delinquency and provide critically needed alternatives to institutionalization and deep-end commitment; provide well trained personnel, high-quality services; and cost effective programs within the juvenile justice system.

D. Service Limits

The Provider shall not provide services to youth who fail to meet the eligibility criteria contained in this Contract. The Provider shall not be paid for services rendered outside the terms of this Contract.

E. Major Goal(s) of the Program/Service

The goal of these prevention services is to divert youth who pose no real threat to public safety away from the juvenile justice system through programming which will support a safe environment and provide youth and their families' positive alternatives for delinquent behavior. The Youth POWER program shall educate communities to reduce gun violence in low income and high poverty areas of Orange County.

F. Definitions

1. Subcontractor: An agreement entered into by the Provider with any other person or organization that agrees to perform any performance obligations for the Provider specifically related to securing or fulfilling the Provider's obligations to the Department under the terms of this Contract.
2. At-Risk Youth: An at-risk youth is defined as any youth who exhibits problem behaviors such as un-governability, truancy, and running away from home. Additionally, a youth who has an identified risk in the record of referrals, school, use of free time, relationships, family/living arrangement, alcohol and drugs, mental health, attitudes/behaviors, aggression, and skills domains is considered at-risk.
3. Prevention Assessment Tool: The Prevention Assessment Tool (PAT) is an assessment instrument used to identify prevention youth's risks and needs; guide the development of intervention strategies; and assist in determining youth progress.

4. **Group Workshops:** A group workshop is defined as an activity including more than two persons and focus on discussions, techniques and skills to address factors associated with gun violence and crime.

II. YOUTH TO BE SERVED

- A. General Description of Youth to be Served
The Provider shall provide program services for 175 youth during the term of this Contract, who may be at-risk for formal involvement in the juvenile justice system, and who meet the eligibility criteria contained in this Contract.
- B. Youth Eligibility
Services are limited to youth between the ages of five to seventeen (17). The Provider shall provide program services for youth during the term of the Contract. The decision to accept a youth into the program shall be made by the Provider.
- C. Youth Referral/Determination
Youth may be referred to the Provider by parents, legal guardians, local schools, community service organizations, network of community linkages and the Department. The Department shall resolve all disputes regarding the eligibility of youth to participate in the program. The Provider shall contact the Department's assigned Contract Manager prior to the admission of youth whose eligibility is in dispute.
- D. Limits on Youth to be Served
Youth who have completed program services may be a participant in program services as a new youth in a following Contract year(s) if services are needed. The Provider shall complete all necessary closeout procedures for JJIS/Prevention Web once the youth has completed program services. Youth who turn eighteen (18) while enrolled in the program may continue program services until completion.
- E. Youth Discharge Planning
If services are not received in a thirty (30) day period, the youth will be discharged from the program. Upon release/discharge from program services, the Provider shall complete and submit to the Department's Contract Manager a youth's discharge form. The Provider shall ensure the youth's release date is entered into the JJIS system.

III. SERVICES TO BE PROVIDED

- A. Service Tasks
The Provider shall perform the following service tasks as specified when providing service under this Contract. *The Provider shall document all service tasks have been completed or are being accomplished:*
 1. Prevention Assessment Tool (PAT): The Provider shall complete the intake process and data entry into JJIS Prevention Web on each newly admitted youth within three business days of the youth's admission to the program. All youth must have the PAT completed and entered in JJIS Prevention Web within seven calendar days of admission to the program. The Provider shall complete and enter into JJIS Prevention Web an exit Prevention PAT on each youth within the last fourteen (14) calendar days of the youth's participation in the program. An exit PAT is required for youth whose length of stay in the program is greater than sixty (60) calendar days. Youth should be released from JJIS within seven calendar days of release from services.
 2. Transportation Services: The Provider shall provide or arrange for the provision of transportation for program-related purposes, when necessary and appropriate. The Provider shall ensure that the vehicles used to transport youth shall be maintained in safe operating conditions at all times, do not exceed the number of persons the vehicle was designed to carry, and are equipped with seat belts and a first aid kit. The Provider shall ensure all employees who are responsible for transporting youth have a valid license to operate the vehicle. Program-related purposes shall include, but are not limited to:
 - a. Community volunteer and service learning project.
 - b. Youth development or educational activities.
 3. Youth Service Plan

The Provider shall maintain a youth service plan for each youth served. The youth's service plan shall contain all program services the youth will attend during the Contract term. The Provider shall document all service tasks that have been accomplished toward completion of each youth's service plan.

4. Core Services

a. Anger Management Workshops

The Provider shall provide a program designed to allow participating youth to learn strategies to dealing with anger. The anger management workshop will consist of exercises and that promote self-control, alternate ways to deal with anger, what is anger, types of anger, strategies for managing anger and the consequences of anger utilizing the LifeSkills Training curriculum. Topics of discussion may include finding peaceful solutions, personal experiences, active listening, emotional expression, focused deterrent use of guns and weapons, identifying, managing and coping with feelings, and cultural diversity. Anger Management workshops shall be provided one time per week for a minimum of sixty (60) minutes per session.

b. Social Responsibility Workshops

The provider shall implement a program providing educational workshops to participating youth that address, but not limited to, conflict resolution, peer pressure, decision making, smart choices, educational empowerment, positive behavior and relationship building, youth development, aggression management, awareness of gun violence, Human Trafficking, decorum, drug abuse prevention, and refusal skills training. In partnership with faith leaders, members of the community, law enforcement, non-profit organizations, social service providers, and local government entities, the Provider shall focus on breaking the cycle of youth gun violence. Social Responsibility Workshops shall be held one time per week for a minimum of sixty (60) minutes per session.

c. Youth Gang Resistance Education

The Provider shall provide a program to allow participating youth to focus on educational programming designed to offer gang resistance education techniques to youth beginning at the elementary school level. The Provider will utilize various strategies and techniques to educate participants about gun violence prevention, personal safety, positive role models and promoting well-being. Services will be geared toward improving participants' self-esteem, self-confidence, ability to handle peer pressure when dealing with incidents of being influenced by gang members or bullies using the LifeSkills Training curriculum. Youth Gang Resistance Education sessions shall be provided one (1) time per week for a minimum of sixty (60) minutes per session.

B. Service Tasks Limits

All prescribed services shall be provided in a manner consistent with applicable federal and state laws, rules and regulations. The Provider shall ensure all program participants are afforded the opportunity to participate in all programming activities of interest in which the youth is eligible to participate. These opportunities shall be on an ongoing basis throughout this Contract term.

C. Staffing/Personnel

The Provider and all personnel provided under this Contract, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Provider or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Provider shall provide copies of all current licenses or certificates required for the delivery of services under this Contract, to the Department's Contract Manager, prior to the delivery of services or upon request.

1. Staffing Levels and Staff Qualifications

The Provider shall ensure the constant presence of sufficient qualified staff to provide the services listed in order to ensure that there shall be no waiting lists for program services and shall monitor staff vacancies to ensure services to youth are not cancelled, postponed, or rescheduled (see below table).

Position	FT/PT Position	Job Description	Minimum Qualifications
Contract Manager Liaison	Part-time	<p>The Contract Manager Liaison monitors projects by reviewing workforce report, monthly or quarterly prime contracts or consultant reports, final utilization report, and majority subcontractors/supplier reports. Coordinates the development of compliance and performance plans, which establishes procedures for reviewing programs and projects. Ensures programmatic, administrative, and case records meets established standards of practice. Performs program monitoring for assigned agencies and completes all required reports. May conduct site visits of assigned service categories/agencies. Ensures program is using an adequate service delivery model for assigned agencies and/or service categories. Reviews for quality control, operational efficiency and program accountability processes to facilitate program monitoring and evaluation. Serves as a primary liaison and point of contact between the programs and assigned contracted agencies. Administers contracts for assigned agencies and/or service categories. Provides training, technical assistance and support to assigned entities. Ensures service provider's compliance with federal, local regulations and contractual requirements. Participates on work related committees, setting meetings and performing needs assessments as required. Collaborates with fiscal section to monitor contract performance. Performs other related duties as assigned.</p>	<p>Bachelor's degree from an accredited institution in Public or Business Administration, Social Sciences or closely related field and three years of experience in program planning and development or evaluation; or an equivalent combination of education or experience.</p> <p>Required to pass the Department's standards regarding background screening. Employment eligibility shall be verified through the United States Department of Homeland Security's E-Verify System.</p>

2. Provider Staffing Schedule and Vacancies

The Provider shall have and utilize a written back-up plan and have adequate qualified staff to fill-in for required Provider staff who may be absent from work (e.g., unexpected emergency, illness, or vacation) to ensure services to youth shall not be canceled or rescheduled.

3. Staff Training

- a. Training shall be specific to the functions and responsibilities of each member. Qualified personnel for the specific topic must provide training.
- b. Staff shall comply with the training requirements as stated in section III., B., 8., of this Contract.
- c. All staff shall be required to complete additional training requirements if so deemed by the Department. All training costs and expenses associated with training/travel for training Provider's staff are the responsibility of the Provider.

4. Staffing Changes

Changes to the staffing levels, titles, and qualifications required in this Contract are not authorized. Any changes to staffing levels, titles, and qualifications shall be made through a formal Amendment. Staffing changes at any level within the program shall be reported on the Staff Vacancy Report which shall be submitted monthly to the Department's Contract Manager.

D. JJIS Contact and Training

The Provider shall be responsible for the accuracy of the information entered into the JJIS/Prevention Web. This responsibility is based on the Department's capability to provide access and utilization to the Provider. The Provider shall designate a lead staff person responsible for ensuring completion and accuracy of the JJIS data entry, including admission and release dates. This staff person shall also be the main contact for the Department's Data Integrity Officer and the Office of Program Accountability. The Department will provide limited assistance to the Provider with JJIS training.

E. Record Keeping

The Provider shall document all service tasks are being accomplished or have been completed. The Provider shall document completion of training requirements, with the number of hours earned for all staff. The Provider shall maintain a case file for each youth served. The file shall contain documentation of referral into this contracted program and written parental consent. Data shall be collected and maintained in such a way as to permit data integrity verification against the JJIS, invoices, and submitted reports.

F. Data Collection

Upon access to the Department's JJIS/Prevention Web system, the Provider shall enter data into the following systems. The responsibility for entering data in JJIS is based on the Department's capability to provide access and utilization to the Provider. The Provider shall contact the Department's Data Integrity Officer in the area to gain appropriate access and secure training within forty-five (45) days of this Contract start date.

1. JJIS/Prevention Web: The Provider must enter data into the JJIS/Prevention Web within three business days of youth's admittance to the program. All youth information required in the JJIS/Prevention Web shall be collected and maintained in hard copy format.
2. Staff Verification System (SVS): The purpose of the SVS is to create a comprehensive database of employees who work with youth in juvenile justice programs. Each time a supervisor is considering hiring a new employee, the supervisor will be able to access the system to obtain the work history of the individual in juvenile justice programs in Florida. The system will show the programs the person has worked for and will provide a previous employer's name and telephone number for job references. By sharing this information, the Department will be able to ensure that undesirable employees do not move from the Department to a Provider program or from one Provider program to another. Florida Statute authorizes the sharing of this information for all criminal justice agencies, including the Department of Juvenile Justice and its Providers. Each

Provider will be required to input several data items on each employee including employee name, social security number, date of hire, program where employed, and job title. Once the initial data on all employees is added to the system, Providers will be responsible for updating the list monthly regarding employees who have left their employment and all new hires. The Department's data will be updated via the State of Florida People First system.

3. Program Monitoring & Management (PMM) System: The purpose of the PMM System is to provide a single site for the Department's monitoring process, document storage, deficiency review and corrective actions, and performance measures. Providers will be able to view monitoring reports and enter comments, build Corrective Action Plans (CAPS) to respond to deficiencies, and enter data on performance issues as determined in the Contract or service area.
4. The Provider is required to collect and report to the Department the following data for evaluation purposes:
 - a. Demographic information of youth served: Name, date of birth, race, sex, Social Security Number, date of admission, and date of release;
 - b. Behavior characteristics of youth admitted to the program; and
 - c. Types of prevention services provided.
5. The Provider is required to maintain data on a monthly basis in each individual participant file and shall enter data into JJIS as required.
6. The Provider, throughout the term of this Contract, shall document compliance with required service tasks, performance and evaluation data, and provide documentation of such data for inspection upon request.
7. The Provider shall participate in the annual Comprehensive Accountability Report (CAR) data verification project for a period of two years following the completion of the current Contract year.
8. The Department will conduct outcome evaluations and recidivism studies concentrating on the re-offending and re-adjudication of juveniles who complete the program for one State fiscal year after the youth is released from the program.
9. These evaluations and studies will consider the content of the program, its components and the duration of the program. The results may be used in the rating of the program for any future funding.
10. The Provider shall complete all necessary close-out procedures for JJIS/Prevention Web once the youth has completed program services.

G. Service Locations and Times

1. Service Locations

The Provider shall maintain a list of all site location(s) and this list shall be provided to the Department's Contract Manager prior to the delivery of services to a youth. A revised (updated) list shall be submitted to the Department's Contract Manager as additions/deletions occur. All services may be provided at varied non-traditional and traditional times and locations conducive to the activity and to the convenience of the youth participant and their families. Management and coordination of program services to youth shall be provided at the site location(s). All youth files shall be maintained and secured at site location(s) of the Provider. All youth files shall be maintained and secured at the administrative location(s) of the Provider and subcontractors (if applicable).

The Provider's administrative offices are located at the following address:

Orange County Family Services Department
 Neighborhood Services
 450 E. South St.
 Orlando, FL 32801

2. Service Times

Services to youth shall be offered during traditional and non-traditional business hours. The program component known as Youth POWER Program shall provide services to youth and operate under the terms of this Contract. The Department will not approve services rendered prior to full execution of the Contract signed by both parties. The Provider's key personnel shall be available for contact by

the Department during business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday, with the exception of State Holidays.

3. Changes to Service Locations/Times

The Provider is authorized to make changes in the service delivery location(s) following written documentation being provided to the Department's Contract Manager. The Provider's approved subcontractors must provide written documentation from the Provider via the Department's Contract Manager prior to initiating any changes, deletions or additions in service delivery locations.

H. Property

1. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
 - a. Expenditure of funds provided by the Department under a cost reimbursement Contract.
 - b. Expenditure of funds provided by the Department as operational expense dollars.
2. All Department-furnished property acquired by the Provider through funding sources identified above, with a cost of \$1,000 or more and lasting more than one (1) 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 of equal or greater value when returned to the Department.
3. Upon delivery of Department-furnished property to the Provider, the Provider assumes the risk and responsibility for its loss and damage.
4. The Provider shall submit to the Department's Contract Manager a listing of all items purchased for the program with Department funds and include supporting documentation of funds used. The Provider shall include this with the first invoice submitted after purchase of the item(s). The Provider shall not dispose of Department-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
5. The Provider shall not use any Department-furnished property for any purpose except the delivery of services identified in this Contract.
6. The Provider shall submit a final inventory report that is approved by the Department at conclusion of the Contract.

I. Facility Requirements

All program facilities are Provider or Provider's Subcontractor owned or leased and shall comply with all state and local rules and regulations. The Provider and its Subcontractors shall comply with standards required by fire and health authorities. All building and grounds, equipment and furnishing shall be maintained in a manner that provides a safe, sanitary and comfortable environment for youth, visitors, and employees.

IV. DELIVERABLES

The Provider shall submit an invoice with sufficient documentation to fully justify payment for services delivered. In months where the Provider did not complete services, an invoice is not required.

The deliverable is a month of Prevention Services in accordance with Attachment I, Section III., A., Service Tasks. The minimum level of performance shall be to serve five youth per month. If the Provider fails to meet the minimum level of performance, the Department will not reimburse the Provider for expenses incurred during the month the minimum level of performance was not met.

A. Monthly Deliverables

1. Each youth shall be provided services in accordance with the Service Tasks outlined in Attachment I, Section III., A., of this Contract. There shall be a

minimum of five youth served per month. The Department will reimburse the Provider for the following services to include the required PAT and one or more of the core services as outlined in Attachment I, Section III., A., Service Tasks, during the month being invoiced.

- a. Supporting documentation includes:
 - 1) A sign-in sheet for each service session with title, date of service session, instructor's and youth's name, instructor's and youth's signature, and name of the service location.
 - 2) Youth Census Report form completed by program staff with recorded dates of service.
- b. The frequency of the service tasks, and the attendance of the youth may vary as outlined in Attachment I, Section III., A., Service Tasks, of the Contract.
- c. Invoices for cost reimbursement Contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid, to include copies of cashed checks or bank statements showing payment. An example of the type of documentation representing the minimum requirements for the Salaries Category is a payroll register showing gross salary charges, fringe benefits, other deductions and net pay. If a staff member for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable. Each piece of documentation should clearly reflect the dates of service. Only allowable expenditures from categories in the Line Item Cost Reimbursement Budget (Exhibit 6) shall be reimbursed.

V. REPORTS

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

- A. 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
Jason Reynolds	Renee Frazier
450 E. South St.	2737 Centerview Drive
Orlando, FL 32801	Tallahassee, FL 32399-3100
Telephone: (407) 836-5547	Telephone: (850) 717-2783
Fax: (407) 836-0902	Fax: (850) 922-0132
E-mail: Jason.Reynolds@ocfl.net	Email: Renee.Frazier@djj.state.fl.us

- B. Contract Manager Contact Information Changes: After execution of this Contract, any changes in the contact information to the above Contract Managers may be provided by either party, by written notification to the other party, with a copy of the written notification to be sent to the Department's Bureau of Procurement & Contract Administration. A copy of the written notification shall be maintained in the official Contract record. All notices required by this Contract or other communication regarding this Contract shall be sent by United States Postal Service or other delivery service with proof of delivery.

1. Invoice

A properly prepared invoice shall be submitted directly to the Department's Contract Manager within thirty (30) calendar days following the end of the month for which services were rendered. Supporting documentation for each deliverable must be included as per Attachment I, Section IV., as well as the Monthly Activity Report. Payment of the invoice shall be pursuant to section 215.422; F.S. and any interest due shall be paid pursuant to subsection 55.03(1), F.S. 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.

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. At a minimum, the Youth Census Report shall include the youth's last name and initial of first name, juvenile justice identification number, date of service, and the service required by this Contract which was provided. No confidential information, such as a youth's full name or date of birth, shall be submitted with the Youth Census Report or any other documentation. The Provider must redact confidential identifying information from any hardcopies submitted to the Department and password protect any electronic files.

3. Monthly Expenditure Report

A list of all expenditures using Contract funds shall be submitted with the Provider's invoice on a monthly basis.

4. 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.

5. Subcontract(s)

A copy of all subcontracted agreements entered into by the Provider and a subcontractor for services required of the Provider via this Contract, shall be submitted to the Department in advance for review. A signed copy of the subcontract, reviewed by the Department, shall be provided to the Department's Contract Manager prior to the delivery of service to Department youth and payment to the subcontractor.

6. 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.

7. Staff Vacancy Report

The Provider shall provide a complete list of all vacant program positions required by this Contract, and include the position title, position number, date of vacancy, and position description. The Provider shall provide the Department's Contract Manager with an explanation for vacancies which exceed ninety (90) calendar days. Services shall be provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant.

8. 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 the Contract, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report.

9. Minority Business Enterprise (MBE) Utilization Report

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

10. Information Resource Request (IRR)

All IRR purchases must be in accordance with section VIII., General Terms & Conditions.

11. Continuity of Operations Plan (COOP)

Prior to the delivery of service, the Provider shall submit a COOP to the Department's Contract Manager, who will route it to the program area Regional Director, Chief Probation Officer (CPO), or Assistant Secretary for approval. The

COOP must provide 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.

12. Training Plan

The Department provides a training plan to incorporate, at a minimum, all contractual pre-service and in-service training, as outlined in the Provider's contract related to Rule 63H. Training plans will be approved by Staff Development & Training (SD&T) to ensure compliance with Rule 63H. A plan must be submitted at the onset of this Contract as well as annually each January. The Provider shall use the Department's Training Plan template to develop its plan. A copy of the template can be found at <http://www.djj.state.fl.us/partners/contract-management>.

13. Monthly Activity Report (MAR)

A summary of program services using Contract funds shall be submitted with the Providers invoice on a monthly basis. The report shall also include a summary of collaborative partners, number of sessions participants served, program specific objectives, and program concerns. Changes to this report form may be mutually agreed upon between the Provider and the Department's Contract Manager. A copy of the MAR can be located at: <http://www.djj.state.fl.us/partners/contract-management>.

14. Budget

The Provider shall submit the budget annually or within thirty (30) calendar days of a requested change to the Department's Contract Manager.

15. Annual Affidavit of Compliance with Level 2 Screening Standards

The Provider shall submit to the Department's Contract Manager the Annual Affidavit of Compliance with Level 2 Screening Standards confirming that all employees and volunteers working in their facility or program have been properly screened prior to working with Department youth. A copy of the forms can be found at <http://www.djj.state.fl.us/services/support/OIG/BSU>.

REPORT LIST	FREQUENCY	DUE DATE	DUE TO DEPARTMENT
Invoice	Monthly	Within thirty (30) calendar days following the end of the month for which services were rendered	Contract Manager
Youth Census Report	Monthly	To be submitted with the invoice	Contract Manager
Monthly Expenditure Report	Monthly	To be submitted with the invoice	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Prior to the delivery of service to youth and payment to the sub-contractor	Prior to the delivery of service to youth and payment to the sub-contractor	Contract Manager
Organizational Chart	Upon Contract execution; annually, if renewed; and upon changes	Prior to the delivery of services and July 1 st (annually)	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
MBE Utilization Report	Monthly	To be submitted with the invoice	Contract Manager

Information Resource Request (IRR)	As needed	Prior to the purchase of information technology soft/hardware	Contract Manager
Continuity of Operations Plan(COOP)	Annually	Prior to the delivery of services and prior to February 1 st (annually)	Contract Manager
Training Plan	Prior to the execution of the Contract; annually	Prior to the delivery of services and January 31 st each year	Contract Manager
Monthly Activity Report (MAR)	Monthly	To be submitted with the invoice	Contract Manager
Budget	Annually, or within thirty (30) days of requested change	Annually, or within thirty (30) days of requested change	Contract Manager
Office of the Inspector General Background Investigations – Annual Affidavit of Compliance with Level 2 Screening Standards	Annually	January 31 st of each calendar year	Contract Manager

C. Report Receipt and Documentation

The Provider shall submit written reports with all required documentation within the time frame(s) listed above to the correct individuals to become eligible for payment. 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 Department's Contract Manager will approve or reject deliverables and reports.

VI. **PERFORMANCE MEASURES**

The Provider or its approved subcontractors (if applicable) shall meet the following program specific performance measures:

A. Performance Outputs

1. Risk Factors

Goal: 100% of youth served in the program will have at least one risk factor present in three out of the ten risk domains identified in the Prevention Assessment Tool.

Measure: The number of newly admitted youth with at least one risk factor present in three out of the ten risk domains divided by the total number of newly admitted youth served.

Standard: 70% of youth served in the program will have at least one risk factor present in three out of the ten risk domains identified in the Prevention Assessment Tool.

Frequency: This shall be reported on an annual basis.

Prevention Assessment Tool Domains and Risk Factors	
Domain:	Risk Factors:
School	Special Education, expulsions/suspensions, unexcused absences/habitual truancy, GPA below 2.0/grades under C
Use of Free Time	Lack of interest and/or participation in structured activities
Employment (for applicable youth)	Having problems with current employment, lacks knowledge of what it takes to

	maintain a job
Relationships	Positive adult relationships, antisocial peers/gang association, admires antisocial peers
Family/Living Arrangement	Household member history of jail/prison, parental drug/mental health/employment problem, transient/shelter/homeless living situation, history of running away, threats or actual physical abuse/domestic violence in home, inadequate parental supervision, consistently disobeying parents
Alcohol and Drugs	Past alcohol and/or drug use
Mental Health	History of physical/sexual abuse, neglect
Attitudes/Behaviors	Impulsive, lack of empathy/no remorse, resents/defies authority and/or responsible behavior, proud of antisocial behavior
Aggression	History of physical aggression/fighting or threats of physical harm
Skills	Poor consequential thinking, poor goal setting, poor problem solving, lack of social skills to deal with others, problems, or emotions

2. Assessment
Goal: 100% of eligible youth will receive a PAT assessment within seven calendar days of admission to the program.
Measure: Number of youth with a PAT assessment that are registered in Prevention Web within seven calendar days of admission to the program divided by the total number of youth admitted.
Standard: 95% of eligible youth will receive a PAT assessment within seven calendar days of admission to the program.
Frequency: This shall be reported on an annual basis.

B. Performance Outcomes

1. Assessment
Goal: 100% of the participating youth enrolled in the program shall successfully complete the program.
Measure: The total number of youth enrolled in the program divided by the total by the total number of youth that successfully complete the program.
Standard: 90% of the participating youth enrolled in the program shall successfully complete the program.
Frequency: This shall be reported on an annual basis.
2. Recidivism
Goal: 100% of youth who successfully complete a program shall remain crime free for twelve (12) months.
Measure: Number of youth who did not receive subsequent adjudication, adjudication withheld or an adult conviction for any new violation of law within twelve (12) months of successfully completing the program divided by the number of youth who successfully complete the program.
Standard: Not to exceed the recidivism percent as reported in the Comprehensive Accountability Report that is published annually for similar programs.
Frequency: This shall be reported on an annual basis.

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

NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO: <https://apps.fldfs.com/fsaa/links.aspx>

The administration of resources awarded by the Department of Juvenile Justice to the recipient/subrecipient may be subject to audits and/or monitoring by the Department of Juvenile Justice, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Juvenile Justice staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient/subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Juvenile Justice. In the event the Department of Juvenile Justice determines that a limited scope audit of the recipient/subrecipient is appropriate, the recipient/subrecipient agrees to comply with any additional instructions provided by Department of Juvenile Justice staff to the recipient/subrecipient regarding such audit. The recipient/subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient/subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient/subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department of Juvenile Justice by this agreement. In determining the federal awards expended in its fiscal year, the recipient/subrecipient shall consider all sources of federal awards, including federal resources received from the Department of Juvenile Justice. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient/subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient/subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient/subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient/subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient/subrecipient resources obtained from other than federal entities).

Part II: State Funded

Note: *This part is applicable if the recipient/subrecipient is a nonstate entity as defined by section 215.97(2), F.S.*

1. In the event that the recipient/subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient/subrecipient (for fiscal years ending June 30, 2017, or thereafter), the recipient/subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Juvenile Justice by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient/subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Juvenile Justice, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient/subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient/subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient/subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's/subrecipient's resources obtained from other than state entities).

Part III: Other Audit Requirements

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

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient/subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient/subrecipient directly to each of the following:

- a. The Department of Juvenile Justice at each of the following addresses:

Inspector General
2737 Centerview Drive
Knight Building, Suite 3400
Tallahassee, FL 32399-3100

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient/subrecipient directly to:

The Department of Juvenile Justice at each of the following addresses:

Inspector General
2737 Centerview Drive
Knight Building, Suite 3400
Tallahassee, FL 32399-3100

4. Any reports, management letters, or other information required to be submitted to the Department of Juvenile Justice pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512,

section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients/subrecipients, when submitting financial reporting packages to the Department of Juvenile Justice for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient/subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of years (*specify appropriate number of years, should be at least five years*) from the date the audit report is issued, and shall allow the Department of Juvenile Justice, or its designee, the CFO, or Auditor General access to such records upon request. The recipient/subrecipient shall ensure that audit working papers are made available to the Department of Juvenile Justice, or its designee, the CFO, or Auditor General upon request for a period of (*specify appropriate number of years, should be at least three years*) years from the date the audit report is issued, unless extended in writing by the Department of Juvenile Justice.

Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

FSAA EXHIBIT 1

Federal Resources Awarded to the Recipient/Subrecipient Pursuant to this Agreement Consist of the Following:

Note: *If the resources awarded to the recipient/subrecipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.*

1. Federal Program A: N/A

List federal agency, Catalog of Federal Domestic Assistance title and number, and \$ (amount).

2. Federal Program B (if applicable or delete if not applicable): N/A

List federal agency, Catalog of Federal Domestic Assistance title and number, and \$ (amount).

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Note: *If the resources awarded to the recipient/subrecipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below.*

1. Federal Program A: N/A

List applicable compliance requirements as follows:

- a. First applicable compliance requirement (e.g., what services or purposes resources must be used for).
- b. Second applicable compliance requirement (e.g., eligibility requirements for recipients/subrecipients of the resources).
- c. Etc.

2. Federal Program B: (If applicable or delete if not applicable) N/A

List applicable compliance requirements as follows:

- a. First applicable compliance requirement (e.g., what services or purposes resources must be used for).
- b. Second applicable compliance requirement (e.g., eligibility requirements for recipients/subrecipients of the resources).
- c. Etc.

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

State Resources Awarded to the Recipient/Subrecipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

Note: *If the resources awarded to the recipient/subrecipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

1. Federal Program A: N/A

List federal agency, Catalog of Federal Domestic Assistance title and number, and \$ (amount).

2. Federal Program B: (If applicable or delete if not applicable) N/A

List federal agency, Catalog of Federal Domestic Assistance title and number, and \$ (amount).

Subject to Section 215.97, F.S.:

Note: *If the resources awarded to the recipient/subrecipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

1. State Project A:

Department of Juvenile Justice, Delinquency Prevention, CSFA # 80.029. The amount of the Agreement is \$75,000.00.

2. State Project B:

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

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

Note: 2 CFR §200.513 and section 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the recipient/subrecipient.

**EXHIBIT 6
COST REIMBURSEMENT LINE ITEM BUDGET**

PROVIDER NAME:	Orange County Board of County Commissioners		
ADDRESS:	1718 East Michigan Street, Orlando, Florida 32806		
TYPE OF REQUEST:	New Contract		
CONTRACT #	10623		
Total Contract Term:			FY 18/19
Line Item Budget Description			Total Amount
I. PERSONNEL SERVICES			0
(a) SALARIES			0
(b) FRINGE			0
TOTAL PERSONNEL:			\$0.00
II. EXPENSES			
(a) CONTRACTED STAFF/SERVICES/CONSULTANTS			\$75,000.00
(b) TRAINING & SEMINARS			0
(c) RECRUITMENT AND BACKGROUND SCREENINGS			0
(d) CELL PHONE/TELEPHONE/UTILITIES/OFFICE RENT			0
(e) OTHER (PROGRAM ACTIVITIES)			0
(f) TRAVEL			0
TOTAL EXPENSES:			\$75,000.00
III. NONEXPENDABLE PROPERTY			
(a) EQUIPMENT			0
(b) PROPERTY			0
TOTAL NONEXPENDABLE PROPERTY:			\$0
IV. ADMINISTRATION			
TOTAL ADMINISTRATION:			\$0
CONTRACT TOTAL BY TERM:			\$75,000.00
MAXIMUM CONTRACT TOTAL:			\$75,000.00