

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

THIS CONTRACT is entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE (hereinafter referred to as the "Department")**, whose address is **2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA 32399-3100** and **BROWARD COUNTY (hereinafter referred to as the "Provider")**, whose address is **624 NW 15TH WAY, FORT LAUDERDALE, FLORIDA, 33311** to provide assessments of youth who have received Prearrest Delinquency Citations utilizing the Department-approved assessment tool and interviewing process to determine which Prearrest Delinquency Citation program would best decrease the youth's risk factors, increase protective factors, prevent future delinquent acts, and/or determine if mental health or substance abuse assessment and/or treatment is indicated.

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 this Contract for convenience only and do not change, modify, or limit any right or obligation of this Contract and any applicable local, state or federal laws, rules, regulations, and codes.

A. State of Florida

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

1. Environmental Protection

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

2. Public Records Access

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

subsection 119.011(12), F.S. All said documents made or received by the Provider in conjunction with this Contract shall be made available, except those public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the 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) 717-2597, THE EMAIL ADDRESS IS PublicRecordsReq@fldjj.gov, AND THE MAILING ADDRESS IS FLORIDA DEPARTMENT OF JUVENILE JUSTICE, PUBLIC RECORDS REQUEST, 2737 CENTERVIEW DRIVE, SUITE 3200, TALLAHASSEE, FL 32399-3100.

B. Federal Law

1. If this Contract contains federal funds, the Provider shall comply with the provisions of 45 CFR Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
2. If this Contract contains federal funds and is over \$100,000.00, the Provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq), section 508 of the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et seq), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the 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 Part 274a of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider shall verify the employment eligibility of Provider employees through The United States Department of Homeland Security's E-Verify system as stipulated in the "The E-Verify Program for Employment Verification" Memorandum of Understanding and other applicable guidelines of the U.S. Department of Homeland Security. Violation of such shall be cause for unilateral cancellation of this Contract by the 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, religion, color, national origin, age, sex, or disability, shall be excluded from participation in or be denied the proceeds or benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act; 34 U.S.C. § 10228; Juvenile Justice and Delinquency Prevention Act of 1974; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38, and Part 39.

III. CONTRACT TERMS AND METHOD OF PAYMENT

A. Contract Term

1. This Contract shall begin on **September 1, 2026**, and shall end at **11:59 P.M. on August 31, 2029**. In the event the parties sign this Contract on different dates, the latter date shall be the effective date.
2. The Department may renew this Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original Contract, or three years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and other factors deemed relevant by the Department. Any costs incurred by the Provider for the renewal of this Contract shall not be charged to the Department.
3. Per subsection 287.138(3), F.S., beginning July 1, 2025, a government entity may not extend or renew a contract with an entity listed in paragraphs 287.138(2)(a)-(c), F.S., if the contract would give such entity access to an individual's personal identifying information. Per paragraph 287.138(4)(b), F.S., beginning July 1, 2025, when an entity extends or renews a contract with a government entity which would grant the entity access to an individual's personal identifying information, the entity must provide the government entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs 287.138(2)(a)-(c), F.S.

B. Method of Payment

This is a cost reimbursement 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 **\$831,437.01**. The Department shall reimburse the Provider for allowable monthly expenditures incurred pursuant to the terms of this Contract for a total dollar amount not to exceed \$831,437.01, 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.

2. Payment and Submission of the Final Invoice

The Provider shall submit the final invoice for payment to the Department no later than 45 days after this 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 the submittal of all reports due from the Provider and the return of all Department-furnished property. Invoices for reimbursement, fees, and/or compensation for services or expenses must be submitted in sufficient detail to conduct a proper pre-audit and post-audit.

3. Travel

Where itemized payment for travel expenses is permitted by this Contract, the Provider shall submit an invoice in accordance with section 112.061, F.S., or at lower rates as may be provided in this Contract. All expenditures related to travel, regardless of the method of payment, must be in accordance with the terms and conditions of this Contract and section 112.061, F.S.

4. Options

The Department has the option to modify this 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 the 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 this contract. Notice of substantiated findings and proposed invoice reduction shall be sent to the Provider. The amount of any reduction shall be based upon the compensation for those services not performed during the payment period. If the Provider has a grievance concerning the imposition of reduction of the invoice for non-delivery of service, the Provider shall follow the dispute process outlined in this Contract, describing any extenuating circumstances that prevented them from delivering the services in this Contract.

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 this 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 the 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 this Contract. The Department will provide written notice after the fact to advise the Provider of why the decision was made and any amount due to the Department from the Provider.

7. Staff Training Costs

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

the services requested. The Department is not responsible for and, therefore, shall not reimburse any additional, itemized training costs, including but not limited to software, licenses, travel, and materials, incurred in the performance of this Contract other than the compensation stated in section III.

- b. Providers must use the Department's Learning Management System to participate in trainings and document the completion of the required trainings by its employees, agents, or subcontractors.
- c. Provider staff shall be trained on the Department's Policy and Procedures regarding Human Trafficking. The required training is available through the Department's Learning Management System (Course FDJJ 316 – Human Trafficking 101 for Direct Care Staff). This course introduces the staff to the nature and scope of human trafficking, trains them to recognize the signs of trafficking in victims, and teaches them what to do if they suspect someone is a victim of human traffickers.

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 or intentional acts or omissions, including civil rights violations, and of its officers, employees, and agents thereof, including volunteers, vendors, and subcontractors, or youth of or visitors to the program. 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 30 days written notice to the Provider.

- B. **Provider Convenience**

The Provider may terminate this Contract, without cause, for its convenience, by giving no less than 90 days written notice to the 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 this Contract at the time the notice is issued and shall remain compliant for the duration of the performance period. The Provider shall notify the 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 section 287.1351, F.S., upon written notice to the Provider. If applicable, the Department may employ the default provisions in section 287.1351, F.S. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the 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 this Contract upon no less than 15 days written notice to the Provider.

- E. **Scrutinized Companies List**

1. By executing this Contract, the Provider certifies that it is not 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.
3. Engaged in business operations with Cuba, the government of Cuba or any company doing business in or with Cuba, pursuant to subsection 215.472(1), F.S.

VI. FINANCIAL TRANSACTION, AUDIT, AND REPORTING REQUIREMENTS

The Department has determined that this is an Exempt Contract and is exempt from the MyFloridaMarketPlace (MFMP) transaction fee per Rule 60A1.031, F.A.C.

The Catalog of State Financial Assistance (CSFA) number for this program is **CSFA #80.022**. The information regarding the requirements associated with this CSFA number is available at <https://apps.fldfs.com/fsaa/searchCatalogResults.aspx?SearchCat=1>.

State of Florida, Executive Order (EO) 20-44 Annual Report Requirements

Providers who, through contract or other agreement with the State of Florida, annually receive 50% or more of their budget from the State of Florida or a combination of State and Federal funds shall submit, upon request by the Department, an EO 20-44 Annual Report. In accordance with EO 20-44, the Annual Report shall include the following:

1. A copy of the most recent Internal Revenue Service (IRS) Form 990, IRS Form 1120, or other source documentation detailing the Provider's executive leadership teams' total compensation, including:
 - a. Salary.
 - b. Bonuses.
 - c. Cashed-in leave.
 - d. Cash equivalents.
 - e. Severance pay.
 - f. Retirement benefits.
 - g. Deferred compensation.
 - h. Real property gifts.
 - i. Any other payout.
2. The Provider must inform the Department of any changes to the total executive compensation between annual reports.
3. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Provider.

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 for 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, Department of Financial Services, or Auditor General upon request for a period of three years from the date the audit report is issued unless extended in writing by the Department.

B. Transfer of Records

Upon completion or termination of this 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 (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN) that results in this Contract and the Provider's bid, proposal, or reply are incorporated herein by reference.

B. Order of Precedence

In the event of a conflict, ambiguity, or inconsistency among this Contract and any attachments and exhibits named herein that are attached hereto and incorporated by reference, such conflict will be resolved by applying the following order of precedence:

1. Contract document including any attachments, exhibits, and amendments.
2. The ITB, RFP, ITN, exhibits, and appendices, including any addenda.
3. Florida Statutes and Florida Administrative Code.
4. Department policy and procedures.
5. The Provider's bid, proposal, or reply as incorporated by reference.

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

C. Rights, Powers, and Remedies

No delay or failure to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Contract shall impair any such right, power, or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

D. Third-Party Rights

This Contract is neither intended nor shall it be construed to grant any rights, privileges, or interest in any third party without the mutual written agreement of the parties hereto.

E. P.R.I.D.E.

It is expressly understood and agreed that any articles which are the subject of this Contract, or required to carry out this Contract, shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner, and under the same procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.), which may be contacted at:

P.R.I.D.E.

223 Morrison Road

Brandon, Florida 33511

Telephone: (813) 324-8700

<https://www.pride-enterprises.org/>

F. Legal and Policy Compliance

1. The Provider shall comply with all local, state, and federal laws, rules, regulations, and codes whenever work is performed under this Contract. The Provider shall also comply with, and the 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 procedures 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.
 2. May not transact business with any public entity.
- I. Suspended Vendor List
A vendor, person, or entity who has been placed on the Florida Suspended Vendor List may not be awarded or renew a contract with the Department pursuant to section 287.1351, F.S.
- J. Antitrust Violator Vendor List
In accordance with section 287.137, F.S., a person or an affiliate who has been placed on the Florida Antitrust Violator List following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity and may not transact business with any public entity.
- K. Copyrights and Right to Data
1. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the 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.
- L. Assignments and Subcontracts
1. The Provider shall not assign the responsibility of this Contract to another party, subcontract for any of the work contemplated under this Contract, or transfer program services to another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not provide for the Department incurring any additional obligations under this Contract nor relieve the Provider of the requirements of this Contract. The Department may monitor the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this Contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's

review of subcontractor agreement(s) associated with this Contract award does not relieve the Provider of the responsibility to manage the subcontractor, demonstrate the value added and reasonableness of subcontractor pricing, and meet all contractual obligations.

2. For services under this Contract authorized by the Department to be subcontracted, a signed copy of any subcontract for direct services shall be provided to the Department's Contract Manager prior to the delivery of services to Department youth and payment to the subcontractor. The Provider shall ensure all payments to subcontractors are made within seven business days of receipt of payment from the Department, pursuant to subsection 287.0585(1), F.S.

M. Sponsorship

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

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

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a non-profit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner, and under the same procedures set forth in subsections 413.036(1) and (2), F.S. For purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified non-profit agency are concerned. https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/respect/central_non_profit_agency_for_the_blind_or_other_severely_handicapped_respect

O. Force Majeure

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

P. Insurance

Without waiving its right to sovereign immunity as provided in section 768.28, F.S., the Provider, a PUBLIC ENTITY, acknowledges being 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 Chapter 440, F.S.
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.

Q. Suspension of Work

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

R. Inspector General Requirements

1. Investigation

Pursuant to section 20.055, F.S., the Office of the Inspector General is responsible for providing direction for the 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 the 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). 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 the termination of this Contract.

S. 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 12 months.

3. Quality Improvement Reviews shall be based only on current and future standards assessing compliance with this Contract, local, state, and federal laws, rules, regulations, and codes, as well as Department policies and procedures upon full execution of this Contract. After execution, any changes or modifications to the terms and conditions of this Contract shall be negotiated between the Department and the Provider and documented in writing through the execution of a contract amendment.
4. The Provider may ensure a minimum of one staff member per contract participates in an on-site Quality Improvement Review in another judicial circuit on an annual (calendar year) basis. The Provider shall ensure all staff participating in Quality Improvement Reviews are at the management or supervisory level, have a minimum of a bachelor's degree unless a waiver request has been submitted and approved by the 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.

T. 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. 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.

U. Financial Consequences

1. Financial consequences shall be assessed for contract non-compliance or non-performance in accordance with FDJJ Policy 2000 for the following:
 - a. Failure to submit a Corrective Action Plan (CAP) within the specified time frame(s).
 - b. Failure to implement the CAP within the specified time frame(s).
 - c. Upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within specified time frames.
2. The Provider expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
 - *Total monthly value of this Contract X 1.0% = Financial Consequence. Imposition of consequences shall be per deficiency per day.*
3. Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Department's Contract Manager shall deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.

4. If the Provider has a grievance concerning the imposition of financial consequences for noncompliance, the Provider shall follow the dispute process outlined in this Contract, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).

V. Confidentiality

1. Pursuant to sections 985.04 and 984.06, 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 the performance of this Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers, or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in possession of the State or Department. The Provider shall not be required to keep any confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. The Provider shall take appropriate steps to ensure its personnel, agents, and subcontractors protect confidentiality. The warranties shall remain in effect after this Contract termination.
2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective November 20, 2014), if applicable under this Contract.

W. Dispute Resolution

Any dispute concerning compliance and/or performance of this Contract shall be decided by the 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.

X. Severability

If a court deems any provision of this Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

Y. Certification Regarding Active Exclusion

The Provider, by execution of this Contract, certifies that neither it nor its principals is presently assigned an active exclusion with the Federal System for Award Management (SAM). Exclusions can be found at: <https://www.sam.gov/SAM/>. The Provider shall notify the Department if, at any time during this Contract, it or its principals are assigned an active exclusion.

Z. Return of Property Purchased Under this Contract

All property purchased by the Provider utilizing contract funds is the property of the State and shall be returned to the Department upon expiration of this Contract. The property shall be returned in a condition which allows for the 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 the property to protect against theft and/or damage. The Provider may not be reimbursed for property purchased unless specifically allowed by this Contract.

AA. Information Technology (IT) Security

In accordance with Rule 60GG-2.001 through 60GG-2.006, F.A.C., external partners employed by the Department or acting on behalf of the Department, including other governmental entities, third parties, contractors, vendors, suppliers, and partners, shall comply with all applicable security policies, procedures and processes, and employ adequate security measures to protect the Department's information, applications, data,

resources, and services. When applicable, as determined by the Department's Bureau of Information Technology, network connection agreements for third-party network connections shall be submitted to the Department for approval prior to connection to the Department's internal network.

AB. Information Resource Request

All Department Contract Providers must receive written approval from the Department prior to purchasing any Information Technology (IT) Resources used in the performance of contractual obligations under this Contract. IT Resources are defined in Department Procedure FDJJ – 1205.01P, titled Information Technology Resource Management Procedures, and is located on the Department's website at: <http://www.djj.state.fl.us/partners/policies-resources/departments-policies>.

The Provider agrees to secure prior written approval by means of a Department Information Resource Request (IRR) form before the purchase of any IT Resource. The Department's Contract Manager is responsible for serving as the liaison between the Provider and the Department's Bureau of Information Technology during the completion of the IRR process. The use of contract funds for the purchase of IT Resource components must be approved by the Department's Contract Manager as appropriate and allowable under the terms of this Contract. The Provider will not be compensated for any IT Resource purchases made prior to obtaining the Department's written approval.

AC. Substitution of Work Experience

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

AD. Equal Opportunity

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

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

AE. United States – Produced Iron and Steel in Public Works Project

1. Public Works Project

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

2. United States-Produced Iron and Steel Requirement

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

a. Exceptions

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

b. Foreign iron/steel can be used if:

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

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

IX. CAPTIONS

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

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

Attachment I: Services to be Provided

Exhibit 1: Sample Invoice¹

Exhibit 2: Sample Youth Census Report¹

Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report¹

Exhibit 4: Staff Vacancy Report²

Exhibit 5: Staff Hire Report²

Exhibit 6: Cost Reimbursement Line Item Budget

Exhibit 7: Prearrest Delinquency Citation Assessments Monthly Summary Report

¹Available at: <https://www.djj.state.fl.us/partners-providers-staff/procurement-and-contract-administration>

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

This Vendor Contract and all attachments and exhibits named herein that are attached hereto and incorporated by reference represent 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
BROWARD COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: TIMOTHY NIERMANN

TITLE: _____

TITLE: DEPUTY SECRETARY

DATE: _____

DATE: _____

VENDOR NUMBER: 59-6000531

THIS CONTRACT IS NOT EFFECTIVE UNTIL PROPERLY SIGNED AND DATED BY ALL PARTIES.

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By: Ronald Honick Digitally signed by Ronald Honick
Date: 2026.07.16 09:36:56 -04'00'
Ronald J. Honick, III
Assistant County Attorney

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By: Karen S. Gordon Digitally signed by Karen S. Gordon
Date: 2026.07.17 14:57:20 -04'00'
Karen S. Gordon
Senior Assistant County Attorney

ATTACHMENT I SERVICES TO BE PROVIDED

I. GENERAL DESCRIPTION

A. General Overview

The Department of Juvenile Justice (the Department or DJJ) requires that assessments be conducted for youth who receive a Prearrest Delinquency Citation from law enforcement agencies in Circuit 17, Broward County. The Provider shall provide services in a manner consistent with Chapter 985.12, Florida Statutes (F.S.).

B. Description of Services

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

C. Authority

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

D. Limits on Services

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

II. YOUTH TO BE SERVED

A. Youth to be Served

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

B. Youth Eligibility

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

C. Youth Referral/Determination

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

D. Limits on Youth to be Served

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

III. SERVICE TASKS

A. Services to be Provided

All services shall be delivered in accordance with this Attachment and section 985.12, F.S.

1. Prearrest Delinquency Citation Assessment Services

- a. Referrals for Prearrest Delinquency Citation shall be received by the Provider via fax or email from Broward County law enforcement after law enforcement has verified with the Juvenile Assessment Center Detention Screening staff that the youth is eligible for a Prearrest Delinquency Citation using the Juvenile Justice Information System (JJIS).
- b. The Provider shall also review the Prearrest Delinquency Citation and the youth's record to determine if the youth meets the Circuit 17 eligibility

requirements for a Prearrest Delinquency Citation. If the youth is not eligible, the Provider shall notify the referring law enforcement agency per the Circuit 17 Prearrest Delinquency Citation Procedures.

- c. If the youth is eligible, the youth and/or his/her parents/guardians have seven business days from issuance of the Prearrest Delinquency Citation to contact the Provider. If the youth and/or parents/guardians have not contacted the Provider within seven business days of issuance of the Prearrest Delinquency Citation, the Provider shall contact the youth's parent/guardian, explain the Prearrest Delinquency Citation program and make arrangements to meet with the youth and the youth's parent/guardian, at a location convenient for the youth and the parent/guardian, to conduct a face-to-face assessment using the Prevention Assessment Tool (PAT). The PAT is an assessment tool designed to address both criminogenic needs and protective factors. The use of any other assessment tool must be approved by the Department, prior to its use. The Provider shall complete the PAT and Prearrest Delinquency Citation packet (as described in section III., A., 2., b., of this Attachment) within 14 business days of receipt of the Prearrest Delinquency Citation referral from Broward County law enforcement agency.

2. Documentation Requirements

- a. The Provider shall ensure that all service tasks performed for each Prearrest Delinquency Citation youth referred are documented.
- b. The Provider shall ensure that a complete Prearrest Delinquency Citation packet for every youth eligible for Prearrest Delinquency Citation, at a minimum, include the following:
 - 1) Prearrest Delinquency Citation and Agreement form.
 - 2) Release/consent form signed by parent/guardian.
 - 3) Completed PAT, or other assessment tool approved by the Department.
 - 4) Verification of Eligibility documenting that the youth is eligible for the Prearrest Delinquency Citation program.
 - 5) Intake Assessment Certification Form.

3. Reports

On a monthly basis, the Provider shall submit a Prearrest Delinquency Citation Assessments Monthly Summary Report (Exhibit 7) of all youth for whom an assessment was conducted to the Department's Contract Manager. The report shall include.

- a. Youth's Name.
- b. Youth's JJIS ID number.
- c. Date Provider Received Youth's Prearrest Delinquency Citation copy.
- d. Date Contact Initiated to Schedule Assessment.
- e. Date the Prearrest Delinquency Citation assessment completed.
- f. Name of the staff who conducted the Prearrest Delinquency Citation assessment.
- g. Explanation of extenuating Circumstances (if not completed within 14 days).

4. Other Services

- a. The Provider shall develop written policies and procedures that are consistent with Department policies and procedures, Florida Statutes, Administrative Rules, and this Contract.
- b. The Provider shall coordinate with the Department regarding public information and requests from other agencies to ensure compliance with the State of Florida's public record laws.
- c. Client Files and Records

The Provider may keep all client files and records electronically on a secure server with backup. Records shall be kept confidential as per

section VIII., V., Confidentiality. The Provider shall provide any Department staff hard copies of records upon request.

- d. The Provider shall provide the following additional Prearrest Delinquency Citation services:

1) Monthly Prearrest Delinquency Citation Report

The Provider shall submit a monthly report to law enforcement agencies in Broward County, the Department's Circuit Advisory Board (CAB) for the County, the Diversion Coalition, Broward County's Public Safety Committee, and the Chiefs of Police Meeting. The Provider shall attend and answer questions relating to the report, monthly, to the CAB meeting, the Public Safety Committee, and Diversion Coalition meetings. The Provider shall present at the Chiefs of Police Meeting, a minimum of once per year. The Monthly Prearrest Delinquency Citation Report shall include:

- a) Total number of youth referred by month.
- b) Running Cumulative total of youth referred for the fiscal year.
- c) Demographics of all youth referred.
- d) Age Breakdown of youth referred.
- e) Number of Offenses Breakdown by Type (total number referred for the month & year).
- f) Law Enforcement Agencies (total number referred for the month & year).
- g) Provider Referral Numbers (total number referred for the month & year).
- h) Subsequent Opportunities second & third (total number referred for the month & year).
- i) Recidivism (twelve months post completion). For example: The September 2019 Report would reflect Recidivism for youth who completed the program by September 2018.

2) Discharge Report

Each month, the Provider shall submit a client specific Discharge Report. The report shall detail youth who were discharged from the program during the previous month and their discharge status. The report shall also provide the Percentage of Successful Completion, that is calculated using the number of youth successful in completing the Program divided by the total number of youth discharged during the month. This report shall be validated by an external department at no charge to the Department. This shall be submitted to the Broward County Office of Management and Budget and the Department's Contract Manager.

B. Limits on Services to be Provided

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

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 personnel shall renew licenses or certifications pursuant to applicable law or rule. The Provider shall provide copies of all current licenses or certificates required for the delivery of services

under this Contract to the Department's Contract Manager prior to the delivery of services.

1. Staffing Levels

The Provider shall ensure the constant presence of sufficient qualified staff to provide Prearrest Delinquency Citation assessments for youth eligible for Prearrest Delinquency Citation services. The Provider shall provide staff to assist the Human Services Coordinators by providing administrative support services, including, but not limited to, processing referrals, data entry, and scheduling appointments with youth and their parents/guardians to complete the assessment process.

2. Staff Qualifications

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

3. Staff Training

Staff shall comply with the training requirements as stated in section III., B., 7., Staff Training Costs, of this Contract.

4. Changes in Staffing

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

D. Service Locations/Times

1. Service Locations

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

Broward County Prearrest Delinquency Citation Program (Main Office)
Broward County Office of Justice Services
624 N.W. 15th Way
Fort Lauderdale, Florida 33311

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

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

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

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

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

North Service Center
5070 Coconut Creek Parkway
Margate, Florida 33063

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

2. Service Times
Staff shall be available to conduct Prearrest Delinquency Citation assessments (utilizing the PAT) 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Saturday. On a case-by-case basis, a request for a Prearrest Delinquency Citation assessment may be made outside of these hours by the youth's parents/guardians.
3. Changes to Service Locations/Times
Prior to any changes to the service location and service times, the Provider must submit a written request for written approval (email acceptable) to the Department's Contract Manager affected by the change. Changes may be implemented only with written approval (email acceptable) from the Department's Contract Manager. Any changes to the approved location shall require a Contract amendment.

IV. DELIVERABLES

- A. The deliverable under this Contract is one month of Prearrest Delinquency Citation services in accordance with Section III., Service Tasks, of this Attachment. The minimum level of performance shall be the completion of a Prearrest Delinquency Citation packet for each youth referred to the program, as described in Section III., A., 2., Documentation Requirements; the completion and submission of a Prearrest Delinquency Citation Assessments Monthly Summary Report (Exhibit 7), as described in Section III., A., 3., Reports; the completion and distribution of a Monthly Prearrest Delinquency Citation Report, as described in Section III., A., 4., d., 1., Monthly Prearrest Delinquency Citation Report; and the completion and distribution of a Discharge Report for each youth discharged from the program, as described in Section III. A., 4., d., 2., Discharge Report. The Provider shall submit an invoice with sufficient documentation to fully justify payment for services delivered. In the months where the Provider did not provide services, an invoice is not required.
- B. 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 multiplied by 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.

- C. Each youth's admission to and discharge from the program, as well as the completion of Prevention Assessment Tool (PAT), shall be verified in the Juvenile Justice Information System (JJIS) Prevention Web. The Provider shall maintain copies of all Prearrest Delinquency Citation packets, Monthly Prearrest Delinquency Citation Reports, and Discharge Reports; the provider shall provide such documents upon request for verification purposes. The Department may adjust (reduce) any subsequent invoice upon finding that any services cannot be verified for a given month. In addition, the Department reserves the right to withhold any payment, or prorate any payment, if the Provider fails to perform any task or other activity required by this Contract in accordance with the terms and conditions of this Contract.

V. REPORTS

- A. The Department will require progress or performance reports throughout the term of the Contract. The Provider shall complete reports as required to become eligible for payment.
- B. 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
Tamica Gaynor	Taylor Williams
624 NW 15 th Way	2737 Centerview Dr
Ft. Lauderdale, Florida 33311	Tallahassee, Florida 32399
Telephone: (954) 357-5457	Telephone: (850) 717-2570
E-mail: TGaynor@broward.org	E-mail: Taylor.Williams@fldjj.gov

- C. Manager Contact Information Changes
After execution of this Contract, any changes in the contact information to the above Contract Managers may be provided by either party, by written notification to the other party, with a copy of the written notification sent to the Department's Bureau of Procurement and 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 30 calendar days following the end of the month for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, 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. Prearrest Delinquency Citation Assessments Monthly Summary Report (Exhibit 7)

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 Prearrest Delinquency Citation Assessments Monthly Summary Report shall include the youth's last name and initial of the first name, juvenile justice identification number, date referral was received from law enforcement or the state attorney's office, date the provider initiated contact with the youth, date the assessment was completed and the name of the staff conducting the assessment. Prior to the submission of the

monthly Prearrest Delinquency Citation Assessments Monthly Summary Report, the Provider shall confirm the accuracy of youth census data in the Department's JJIS.

3. Monthly Revenue and Expenditure Report

The Provider shall submit a detailed Monthly Revenue and Expenditure Report of all revenues and expenditures of Department Contract funds, which shall be submitted within 30 calendar days following the end of the month in which services were rendered. The Report shall include a detailed listing of revenues and expenditures by category (e.g. salary, travel, expenses, revenue, etc.). The report shall include but not be limited to payee names, dates, check numbers, amounts, and identifying check, document, or journal entry number. For staff salaries, the Monthly Revenue and Expenditure Report shall also include staff name, position title, and percentage of time charged to this Contract. A sample Report is provided at the following website: <http://www.djj.state.fl.us/partners/forms-library/contracts>.

The Provider shall maintain supporting documentation for all revenues and expenditures. The Provider shall be required to submit supporting documentation for any and all revenues and/or expenditures within the timeframe requested by the Department. Supporting documentation shall include but not be limited to copies of cashed checks, evidence of receipts, bank statements, etc. The minimum requirements for the Salaries Category are a payroll register showing gross salary charges, fringe benefits, other deductions and net pay. When employees are paid on an hourly basis, documentation reflecting the number of hours worked multiplied by the hourly rate of pay will be acceptable and shall clearly reflect the dates the employee worked.

The Monthly Revenue and Expenditure Report and any and all requested supporting documentation submitted later than the required due date, shall result in a major monitoring deficiency until a properly completed Monthly Revenue and Expenditure Report with all its supporting documentation is received and accepted by the Department's Contract Manager.

4. Certificate of Insurance Coverage

A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of services, and prior to the expiration of this Contract. 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 approval. A signed copy of the subcontract approved by the Department shall be provided to the Department's Contract Manager prior to the delivery of service to Department youth and payment to the subcontractor.

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

8. Florida Minority Business Enterprise (MBE) Utilization Report

The Provider shall submit to the Department's Contract Manager, along with each monthly invoice, the Florida MBE Utilization Report, listing all payments

made for supplies and services to MBEs during the invoice period. The listing shall identify the MBE code for each payment.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO DEPARTMENT
Invoice	Monthly	Within 30 calendar days following the end of the month for which services were rendered	Contract Manager
Prearrest Delinquency Citation Assessments Monthly Summary Report (Exhibit 7)	Monthly	To be submitted with the monthly invoice	Contract Manager
Monthly Revenue and Expenditure Report	Monthly	To be submitted with the monthly invoice	Contract Manager
Certificate of Insurance Coverage	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Subcontract(s)	Upon execution	Upon execution and prior to the delivery of services	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1	Contract Manager
Staff Vacancy Report	Monthly	To be submitted with the monthly invoice	Contract Manager
Florida MBE Utilization Report	Monthly	To be submitted with the monthly invoice	Contract Manager

- D. Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Contract Manager will approve or reject deliverables and reports.

VI. PERFORMANCE MEASURES

- A. Listed below are the key Performance Measures, with minimum standards of performance, deemed most crucial to the success of the overall desired service delivery. The Provider shall ensure that the stated performance measures and standards (level of performance) are met. Performance shall be measured, beginning the second month after which service has been fully implemented.

1. GOAL: 100% of youth referred with a Prearrest Delinquency Citation shall be checked on the JJIS to determine if they are eligible for Prearrest Delinquency Citation services prior to conducting an assessment.

MEASURE: Through a random sampling review of youth case files during monitoring.

MINIMUM STANDARD: 100% of youth referred with a Prearrest Delinquency Citation shall be checked on the JJIS to determine if they are eligible for Prearrest Delinquency Citation services prior to conducting an assessment.

2. GOAL: 100% of youth referred with a Prearrest Delinquency Citation shall have a Department-approved assessment tool completed and youth's Prearrest Delinquency Citation packet within 14 business days of receipt of referral (date Provider receives Prearrest Delinquency Citation).

MEASURE: Through a random sampling review of youth case files during monitoring.

MINIMUM STANDARD: 90% of youth referred with a Prearrest Delinquency Citation shall have a Department approved assessment tool completed and the youth's Prearrest Delinquency Citation packet completed within 14 business days of receipt of referral (date Provider receives Prearrest Delinquency Citation).

B. Outcome Evaluation

1. The Provider, throughout the term of this Contract, shall document compliance with required service tasks and performance, and provide documentation of such for inspection via contract management, annual program monitoring, and quality improvement inspections, and deliver findings in applicable reports.
2. The Department will use the process and outcome data collected throughout the duration of this Contract to determine the effectiveness of the services.
3. The results may be used in evaluation of the service needs or the Provider's performance when considering future contract renewals and funding.

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**EXHIBIT 6
COST REIMBURSEMENT LINE ITEM BUDGET**

PROVIDER NAME:	Broward County				
ADDRESS:	624 NW 15 th Way, Fort Lauderdale, Florida 33311				
TYPE OF REQUEST:	New Contract				
CONTRACT #:	10993				
Total Contract Term:				Fiscal Year (FY) 26/27	FY 27/28
					FY 28/29
Line Item Budget Description				Total Amount	Total Amount
I. PERSONNEL SERVICES					
(a) SALARIES				\$178,347.52	\$178,347.52
(b) FRINGE				\$98,798.15	\$98,798.15
			TOTAL PERSONNEL:	\$277,145.67	\$277,145.67
II. EXPENSES					
(a) CONTRACTED STAFF/SERVICES/CONSULTANTS				\$0.00	\$0.00
(b) TRAINING 7 SEMINARS				\$0.00	\$0.00
(c) RECRUITMENT AND BACKGROUND SCREENINGS				\$0.00	\$0.00
(d) CELL PHONE/SUPPLIES/UTILILTIES/FACILITY RENT				\$0.00	\$0.00
(e) OTHER (PROGRAM ACTIVITIES)				\$0.00	\$0.00
(f) TRAVEL				\$0.00	\$0.00
(g) OFFICE SUPPLIES				\$0.00	\$0.00
			TOTAL EXPENSES:	\$0.00	\$0.00
III. NONEXPENDABLE PROPERTY					
(a) EQUIPMENT				\$0.00	\$0.00
(b) PROPERTY				\$0.00	\$0.00
			TOTAL NONEXPENDABLE PROPERTY:	\$0.00	\$0.00
IV. ADMINISTRATION					
				\$0.00	\$0.00
			TOTAL ADMINISTRATION:	\$0.00	\$0.00
			CONTRACT TOTAL BY TERM:	\$277,145.67	\$277,145.67
			MAXIMUM CONTRACT TOTAL:	\$831,437.01	

The Provider shall obtain prior written approval from the Department's Contract Manager to move funds among and between the items and/or categories without a contract amendment being required, provided that the amount requested for reimbursement does not exceed the total amount of this Cost Reimbursement Line Item Budget.

EXHIBIT 7
PREARREST DELINQUENCY CITATION ASSESSMENTS MONTHLY SUMMARY

REPORT FOR THE MONTH/YEAR OF: _____

PROGRAM NAME: _____

CONTRACT NUMBER: _____

	Youth Name	JJIS #	Date of Referral	Date Provider Initiated Contact	Date Assessment Completed	Staff Conducting Assessment
1						
2						
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SIGNATURE OF PROVIDER AGENCY OFFICIAL

TITLE