

**CONTRACT BETWEEN**  
**STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE**  
**AND**  
**CITY OF FORT LAUDERDALE**

**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 **CITY OF FORT LAUDERDALE** (hereinafter referred to as the **"Provider"**), whose address is **1300 WEST BROWARD BOULEVARD, FORT LAUDERDALE, FLORIDA, 33312**, to provide services that address the issue of overrepresentation of minority youth in Florida's juvenile justice system by focusing on the issue of Racial and Ethnic Disparities (RED) and Disproportionate Minority Contact (DMC).

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), 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 eighteen (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 1, 2019**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on August 31, 2020**. 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 fixed price (unit cost) Contract. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms of this contract.

The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract. Furthermore, the 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 **\$27,777.00**. The Department will pay the Provider for the delivery of service units provided in accordance with the terms of this Contract.

Deliverable	Unit	Unit Rate	Total Cost
DMC Training and Technical Assistance	4	\$3,160.55	\$12,642.20
DMC Analysis Report	4	\$1,891.85	\$7,567.40
Youth Focus Group	4	\$1,891.85	\$7,567.40
<b>Total Contract Amount</b>			<b>\$27,777.00</b>

#### 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 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 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 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 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 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 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, vendor 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 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 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 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 Vendor Contract. The Assistance Listing (formerly known as the Catalog of Federal Domestic Assistance) number for this program is **#16.540**. The

information regarding the requirements associated with this Assistance Listing number is available at: <https://beta.sam.gov/help/assistance-listing>.

Vendor Contracts - MyFloridaMarketPlace Transaction Fee (IF APPLICABLE)

- A. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057(22), F.S., all payments made on vendor contracts shall be assessed a Transaction Fee of seven-tenths of one percent (0.7%), which the vendor shall pay to the State.
  1. For payments within the State accounting system, the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to section 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
  2. The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the Contract.
  3. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Vendors delinquent in paying transaction fees shall be excluded from conducting future business with the State.
- B. On a monthly basis, each vendor registered in MyFloridaMarketPlace shall report its business activity relating to State contracts using Form PUR 3776 (08/04), which is hereby incorporated by reference.
  1. The vendor shall report (i) the total amount of payments received against State contracts during the reporting period (excluding Purchasing Card transactions occurring after June 30, 2004), (ii) the portion of that total that is exempt from the Transaction Fee pursuant to Rule 60A-1.032, F.A.C., (iii) the amount of Transaction Fees that have been automatically deducted by the state accounting system, and (iv) the amount of Transaction Fees that have been billed by the system but not automatically deducted.
  2. With its report, the vendor shall include payment of any Transaction Fee amounts due for the reporting period that have not been automatically deducted. Amounts due include both the amount billed during the reporting period and any amounts not billed but otherwise due (e.g., sales to non-State entities eligible to purchase from State contracts).
  3. A report is required only when fee-eligible payments have been received during the reporting period (no report is required if all payments are exempt from the Transaction Fee); provided, however, that if total Transaction Fees due are less than \$50, a vendor may carry over the balance to the next reporting period.
  4. All information provided by the vendor is material and will be relied upon by the Department of Management Services in administering MyFloridaMarketPlace. Failure to file a report shall be deemed a representation by the vendor that it received no reportable payments for the period and that it owes no Transaction Fees. Any knowing and material misstatement shall be treated as fraudulent concealment from the State of the true facts relating to the conduct of the vendor's business with the State. A misrepresentation shall be punishable under law, and shall be grounds for precluding the vendor from doing future business with the State.

## **VII. RECORDS REQUIREMENTS**

### **A. Record Retention**

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five 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 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, 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 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 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 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 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

1. The Provider shall not assign responsibility of this Contract to another party, subcontract for any of the work contemplated under this Contract, or transfer program services to another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Department may monitor the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this Contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's



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

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

K. 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 *City of Fort Lauderdale* 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. [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements/respect/respect](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/respect/respect)

M. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under 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, 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 this 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 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.

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

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 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 1/31/19). The Provider shall permit persons duly authorized by the Department to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Provider that are relevant to this Contract, and interview individuals receiving services and employees of the Provider under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Provider a list of its findings, including deficiencies regarding the manner in which said goods or services are provided. The Provider shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the Department's Monitoring Report. The Provider's failure to correct these deficiencies within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

S. Financial Consequences

1. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with FDJJ Policy 2000 (Revised 01/31/19) for the following:
  - a. failure to submit a Corrective Action Plan (CAP) within the specified time frame(s);
  - b. failure to implement the CAP within the specified time frame(s); and/or
  - c. upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within specified time 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 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 the possession of the State or Department. The Provider shall not be required to keep any confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. The Provider shall take appropriate steps to ensure its personnel, agents, and subcontractors protect confidentiality. The warranties shall remain in effect after Contract termination.
2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective November 20, 2014), if applicable under this Contract.

U. Dispute Resolution

Any dispute concerning compliance and/or performance of this Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy to the Provider. Any dispute that cannot be resolved shall be reduced to writing and delivered to the Department's Assistant Secretary or designee of the relevant program area for resolution.

V. Severability

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

W. Certification Regarding Active Exclusion

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

X. Return of Property Purchased Under this Contract

All property purchased by the Provider utilizing Contract funds is the Property of the State and shall be returned to the Department upon expiration of this Contract. The property shall be returned in a condition which allows for re-use of equipment. The Department shall make and approve in writing the determination regarding the surplus of State-owned property. The Provider shall maintain property to protect against theft and/or damage. The Provider may not be reimbursed for property purchased unless specifically allowed by this Contract.

Y. Information Technology (IT) Security

In accordance with Rule 74-2.001 through 74-2.006 F.A.C., external partners employed by the Department or acting on behalf of the Department, including other governmental entities, third parties, contractors, vendors, suppliers and partners, shall comply with all applicable security policies, procedures and processes, and employ adequate security measures to protect the Department's information, applications, data, resources, and services. When applicable, as determined by the Department's Bureau of Information Technology, network connection agreements for third-party network connections shall be

submitted to the Department for approval prior to connection to the Department's internal network.

**Z. Information Resource Request**

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

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

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

**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

Exhibit 1: Sample Invoice<sup>1</sup>

Exhibit 2: Florida Minority Business Enterprise (MBE) Utilization Report<sup>1</sup>

Exhibit 3: Staff Vacancy Report<sup>2</sup>

Exhibit 4: Promoting Procedural Justice with At-Risk and Minority Youth Pre-Questionnaire

Exhibit 5: Promoting Procedural Justice with At-Risk and Minority Youth Post-Questionnaire

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

<sup>2</sup>Available 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  
CITY OF FORT LAUDERDALE

STATE OF FLORIDA  
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: CHRISTOPHER J. LAGERBLOOM, ICMA-CM

NAME: TIMOTHY NIERMANN

TITLE: CITY MANAGER

TITLE: DEPUTY SECRETARY

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

VENDOR NUMBER: 59-6000319

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

**CONTRACT BETWEEN  
STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE  
AND  
CITY OF FORT LAUDERDALE**

**[Municipal Seal]**

ATTEST:

\_\_\_\_\_  
Jeffrey A. Modarelli  
City Clerk

\_\_\_\_\_  
Date

By

\_\_\_\_\_  
Dean J. Trantalis  
Mayor

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Bradley H. Weissman  
Assistant City Attorney/ Police Legal Advisor

\_\_\_\_\_  
Date

## ATTACHMENT I SERVICES TO BE PROVIDED

### I. GENERAL DESCRIPTION

#### A. General Description of Services

The Provider shall deliver services that address the issue of overrepresentation of minority youth in Florida's juvenile justice system by focusing on the issue of Racial and Ethnic Disparities (RED) and Disproportionate Minority Contact (DMC). The Provider shall deliver DMC Curriculum Training, Focus Groups and DMC Analysis Reports to the Department.

#### B. General Services to be Provided

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

1. DMC Training and Technical Assistance;
2. DMC Analysis Report;
3. Youth Focus Groups; and
4. Monthly Conference Calls.

#### 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; and provide well trained personnel, high-quality services, and cost effective programs within the juvenile justice system.

#### D. Service Limits

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 reduce RED and DMC in Florida's communities.

#### 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. Office of Juvenile Justice Delinquency Prevention (OJJDP)

A component of the Office of Justice Programs, U.S. Department of Justice, accomplishes its mission by supporting states, local communities, and tribal jurisdiction in their efforts to develop and implement effective programs for juveniles. The OJJDP strives to strengthen the juvenile justice system's efforts to protect public safety, hold offenders accountable, and provide services that address the needs of youth and their families.

##### 3. Disproportionate Minority Contact

The OJJDP states that DMC occurs when the proportion of juveniles detained or confined in secure detention facilities, secure correctional facilities, jails, and lockups who are members of minority groups exceeds the proportions such groups represent in the general population. Accordingly, if a state finds that minority juveniles disproportionately come in contact with the juvenile justice system, the state is responsible for developing and implanting strategies to address the issue.

##### 4. Racial and Ethnic Disparities

"RED" refers to unequal treatment of youth of color in the juvenile justice system, RED results in disparate outcomes for similarly situated youth." Burns Institute. <http://www.burnsinstitute.org/what-is-red/>

##### 5. Law Enforcement



Any person who is elected, appointed, or employed by any municipality or the state or any political subdivision thereof: who is vested the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. Examples: School Resource Officers, Sheriff's, Police, Security Guards, and University Officers.

## II. 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. DMC Training and Technical Assistance

DMC curriculum trainings shall be geared toward law enforcement agencies, and shall address key issues of cultural competency, de-escalation of tense situations, and adolescent brain development. The Provider shall deliver at a minimum one DMC curriculum training within their agency and/or other law enforcement agencies, with training sessions being up to two days per training sessions per quarter, with a minimum of five law enforcement officers per training during this Contract term. Law enforcement officers shall complete a pre-test at the beginning of each training session and complete a post-test at the end of each training session. The Department will provide the Provider with the pre-test to be utilized.

#### 2. DMC Analysis Reports

The Provider shall collect and analyze (or coordinate the collection and analysis of) agency level DMC data. DMC Analysis Reports shall include data on geographical policing patterns, racial breakdown of youth contacted by law enforcement, and any temporal or spatial ordering of the overrepresentation in an officer's jurisdiction (i.e. is the majority of the overrepresentation a function of arrests that occur at a specific time of day or in specific neighborhoods). Reports must also include the number of DMC trainings provided to date, the number of officers invited to attend, and the number of officers that completed the training. The report may also include any other element deemed relevant to the officer's agency. The Provider shall deliver at a minimum one DMC Analysis Report per quarter during this Contract term.

#### 3. Youth Focus Groups

The Provider shall conduct focus groups with minority youth in the communities that they patrol. The goal of these focus groups is to improve the relationship between law enforcement officers and the minority youth that they may come in contact with, and build a mutual respect between, the two groups. Additionally, these forums provide opportunities of both groups to discuss concerns they have regarding fair and equal treatment of minority youth. Youth Focus Groups shall be a minimum of forty-five (45) minutes per session and consist of a minimum of the same fifteen (15) youth between the ages of five through seventeen (17) per focus group. Youth shall complete a pre-test at the beginning of each focus group and complete a post-test at the end of each focus group. The Department will provide the Provider with the pre-test and post-test to be utilized.

#### Monthly Conference Call

The Provider shall participate in a conference call with the Department's Contract Manager and the Department's Statewide DMC Coordinator to discuss success delivering services that reduce overrepresentation of minority youth and further the Department's goal and program objectives. The conference call shall also be used to discuss any questions, concerns or improvements that may be deemed beneficial in identifying and or eliminating DMC and RED with youth in the juvenile justice system. Conference calls shall be held at a minimum once per month, at a minimum of thirty (30) minutes per call.

### 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 and 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
Police Officers	Part-Time	Attend Department regional trainings pertaining to DMC curriculum; Conduct in-house quarterly Department-training and provide supporting documentation for reporting. Officers will also participate in a one-day training, hosted by the Fort Lauderdale Police Department (FLPD) service provider, which involves participation area youth (Youth Focus Group).	Possess Criminal Justice Standards and Training Commission (CJST) Certification in Law Enforcement. Shall have a minimum of the licensing standard with regard to professional qualifications, applicable licensing and/or certification requirements from his/her respective disciplines.  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. Shall possess at a minimum a High School Diploma.

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 be trained in the Department's Juvenile Justice Information System (JJIS) and other computer applications such as Staff Verification

System (SVS) and Program Monitoring and Management (PMM) as needed and PREA. The Provider may offer the required trainings in-house or use the Department's Learning Management System. All staff must have in his/her personnel file documentation of the completion of minimum trainings requirements with the number of hours earned. This information will be updated annually, and copies shall be provided upon request to the Department's Contract Manager. All independent training curriculums shall be submitted to the Department's Contract Manager for review and approval by the Department's Staff Development and Training Unit.

- 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.

- 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]

PMM/JJIS/SVS – One position listed in the Contract must initially be trained.

- e. 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.
- f. The Provider shall attend required Department instructor-led training when it is located in the county where the Provider's staff is providing services or in any adjacent county.

#### 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. 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. This staff person shall also be the main contact for the Department's Data Integrity Officer (DIO) and the Office of Program Accountability. The Department will provide limited assistance to the Provider with JJIS training.

#### E. Record Keeping

The Provider shall maintain a case file for Focus Groups participants and Disproportionate Minority Contact (DMC) Training participants. The file shall contain at a minimum documentation of written parental consent (youth only), pre-and post-tests/surveys and sign-in sheets.

#### 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 DIO in the area to gain appropriate access and secure training within forty-five (45) days of this Contract start date.

1. 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.

2. 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 this Contract or service area.

3. The Provider is required to collect and report to the Department the following DMC and RED data for evaluation purposes.

4. 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.

5. 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.

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 participants 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:

1300 West Broward Boulevard  
Fort Lauderdale, Florida, 33312

2. Service Times

Services times for DMC Training and Technical Assistance; DMC Analysis; Youth Focus Groups; and Monthly Conference Calls shall be offered during traditional and non-traditional business hours. The Provider's key personnel shall be available for contact by the Department during business hours of 8:00

AM – 5:00 PM EDT/EST, 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 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 Department-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 Department-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 this 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 buildings and grounds, equipment and furnishings shall be maintained in a manner that provides a safe, sanitary and comfortable environment for youth, visitors, and employees.

### III. **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 shall not be submitted. Failure by the Provider to promptly report and document deliverables as required shall result in a reduction in the invoice.

A. DMC Training and Technical Assistance

Minimum service level shall include the following:

1. Completion of one DMC Training and Technical Assistance. Sessions shall be up to two days per session, per quarter, with a minimum of five law enforcement officers per session.  
Supporting documentation shall include the following:
  - a. A daily dated sign-in sheet with the signature of the individuals that

attended each session; and

b. The name of staff administering the training.

B. DMC Analysis Reports

Minimum service level shall include the following:

Completion of one DMC Analysis Report per quarter to include: a racial breakdown of police contacts (arrests as well as informal encounters, as applicable) with youth; any temporal or spatial ordering to the overrepresentation in the officer's jurisdiction; the number of DMC trainings provided to date; the number of officers invited to attend; and the number of officers that completed the training. Supporting documentation shall include a copy of the DMC Analysis Report approved by the Department.

C. Youth Focus Groups

Minimum Service Level shall include the following:

Completion of one Youth Focus Group at a minimum of forty-five (45) minutes per session, per quarter, with a minimum of the same fifteen (15) youth between the ages of five through seventeen (17) per focus group. Supporting documentation shall include the following: A daily dated sign-in sheet with the signature of the person/persons that attended each session and the name of the staff conducting the focus group.

#### IV. 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
Dayna Haggan	Cory Hayes
1300 West Broward Boulevard	2020 Capital Circle, SE Alexander Building, Suite 2406
Fort Lauderdale, Florida 33312	Tallahassee, Florida 32399-3100
Telephone: (954) 828-5284	Telephone: (850) 717-2830
Fax: 954-828-6001	Fax: (850) 922-0132
E-mail: dhaggan@fortlauderdale.gov	Email: Cory.Hayes@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 III, 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 section 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. Proof of Insurance Coverage

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.

3. Copy of 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Information Resource Request (IRR)

All IRR purchases must be in accordance with section VIII., General Terms & Conditions and provided as needed to Department's Contract Manager as needed, prior to the delivery of services and prior to February 1 (annually).

9. 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.

10. 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. A copy of the template can be found at <http://www.djj.state.fl.us/partners/contract-management>.

11. Quarterly Activity Report (MAR)

A summary of program services using Contract funds shall be submitted with the Providers invoice on a quarterly 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>.

12. Budget

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

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
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 (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
IRR	As needed	Prior to the purchase of information technology soft/hardware	Contract Manager
COOP	Annually	Prior to the delivery of services and prior to February 1 (annually)	Contract Manager
Training Plan	Annually	Prior to the delivery of services and January 31 each year	Contract Manager
Quarterly Activity Report	Quarterly	To be submitted with the invoice.	Contract Manager
Budget	Annually, and within thirty (30) days of requested change	Annually, and within thirty (30) days of requested change	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.

V. **PERFORMANCE MEASURES**

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

A. Performance OutputsRisk Factors

Goal: 100% of officers invited to attend training will complete DMC curriculum training.



Measure: The number of invited officers divided by the total number of officers who completed the curriculum training.

Standard: 75% of officers invited to attend training will complete DMC curriculum training.

Frequency: This shall be reported on a quarterly basis.

B. Performance Outcomes

Assessment

Goal: 100% of the officers who receive DMC training will exhibit an increase in knowledge or understanding of the material contained in the DMC curriculum

Measure: The measure is calculated by dividing the total number of DMC training officers whose post-test scores were higher than their pre-test score by the local number of DMC training officers who completed the DMC curriculum training.

Standard: 75% of officers who receive DMC training will exhibit an increase in knowledge or understanding of the material contained in the DMC curriculum.

Frequency: This shall be reported on an annual basis.

## **EXHIBIT 4**

### **Promoting Procedural Justice with At-risk and Minority Youth**

#### **Pre-Questionnaire**

##### **Contact Information:**

1. Name:
2. Rank:
3. Department:
4. Agency/Organization:
5. Agency Address:
6. Agency City:
7. Agency State:
8. Agency County:

##### **Survey Questions:**

Option 1 = Yes, Option 2 = No, Option 3 = Don't Know, Option 4 = Not Applicable

##### **Standard Questions**

1. Do you presently work in a capacity that brings you into contact with troubled youth?
2. Do you presently work in a capacity that brings you into contact with juvenile delinquents?
3. Have you ever completed a training course on effective interaction with delinquent youth?
4. Have you ever completed a training course on building positive relationships with troubled youth?
5. Have you ever completed a training course of juvenile diversion programs?
6. Have other members of your unit or agency been trained on effective interaction with delinquent youth?
7. Have other members of your unit or agency been trained on building positive relationships with troubled youth?
8. Have other members of your unit or agency been trained on juvenile diversion programs?
9. Does your unit or agency have specific procedures that are used to govern interaction with troubled youth?
10. Does your unit or agency have specific procedures that are used to govern interaction with delinquent youth?
11. Do you possess a clear understanding of how adolescent development impacts their interactions with authority figures?
12. Do you possess a clear understanding of the role of diversion in juvenile justice?
13. Do you have knowledge of effective ways to build trust with youth?
14. Do you possess a clear understanding of the principles of procedural justice?

##### **Community Relations**

15. Do you work with families of delinquent youth in your area?
16. Do you engage community organizations to help intervene with delinquent youth?
17. After you interact with a delinquent youth, do you follow up with anyone outside of the justice system about that case?
18. Does your unit or agency have any formal policies for engaging non-criminal justice organizations during your time with a delinquent youth?
19. Does your agency have any programming to build community relationships?

Diversion Programming

- 20. Does your agency have a civil citation program?
- 21. Does your agency regularly use civil citation for delinquent youth?
- 22. Does your agency have official policies regarding civil citation?
- 23. Does your agency have a civil citation accountability mechanism?
- 24. Does your agency have any other diversion programs for delinquent youth?

Youth Development and De-escalation

- 25. Does your agency provide training on de-escalation youth delinquent youth?
- 26. Does your agency provide training on youth development?
- 27. Do you possess a clear understanding of the differences between youth and adult interaction styles with authority figures?
- 28. Does your agency have any policies related specifically to youth de-escalation?

General

- 29. Does your agency have any policies featuring elements of procedural justice?
- 30. Do you understand the connection between procedural justice and accountability?
- 31. Do you understand the relationship between procedural justice and minority involvement in the justice system?
- 32. Briefly describe the knowledge and/or skills you hope to gain from attending this course.

## **EXHIBIT 5**

### **Promoting Procedural Justice with At-risk and Minority Youth**

#### **Post Questionnaire**

##### **Contact Information:**

1. Name:
2. Rank:
3. Department:
4. Agency/Organization:
5. Agency Address:
6. Agency City:
7. Agency State:
8. Agency County:

##### **Survey Questions:**

Option 1 = Yes, Option 2 = No, Option 3 = Don't Know, Option 4 = Not Applicable

##### **Standard Questions**

1. Do you presently work in a capacity that brings you into contact with troubled youth?
2. Do you presently work in a capacity that brings you into contact with juvenile delinquents?
3. Do you have a better understanding of Procedural Justice after participating in the course?
4. Do you have a better understanding of the various perspectives on minority youth involvement in the justice system after participating in the course?
5. Do you have a better understanding of effective interaction with delinquent youth?
6. Do you have a better understanding of building positive relationships with troubled youth?
7. Do you have a better understanding of juvenile diversion programs?
8. Do you plan to change how you personally interact with delinquent youth?
9. Do you plan to change how you personally interact with troubled youth?
10. Do you wish to incorporate any of the information that you learned from the course into your unit or agency's plans for interacting with troubled youth?
11. Do you wish to incorporate any of the information that you learned from the course into your unit or agency's plans for interacting with delinquent youth?
12. Did your experiences at the training course provide you with new information about how adolescent development impacts their interactions with authority figures?
13. Did your experiences at the training course provide you with new information about the role of diversion in juvenile justice?
14. Did your experiences at the training course provide you with new information about effective ways to build trust with youth?
15. Did your experiences at the training course provide you with new information about the principles of procedural justice?
16. Do you plan to recommend any changes to the specific procedures that are used to govern interaction with troubled youth?
17. Do you plan to recommend any changes to the specific procedures that are used to govern interaction with delinquent youth?

18. Do you plan to share information learned in this course with others within your agency?
19. Would you recommend this training to others in your department?
20. Do you plan to recommend any changes to local training on youth interactions?

#### Community Relations

21. Do you have a better understanding of working with families to reduce delinquency after taking the course?
22. Do you plan to change how you personally work with families of delinquent youth in your area?
23. Do you have a better understanding of how to engage community organizations to help intervene with delinquent youth?
24. Do you plan to change how you personally engage community organizations to help intervene with delinquent youth?
25. Do you have a better understanding of how to follow up with those outside of the justice system about that case?
26. Do you plan to change how you personally follow up with those outside of the justice system about that case?
27. Do you plan to recommend changes to your unit or agency's formal policies for engaging non-criminal justice organizations during your time with a delinquent youth?
28. Do you plan to recommend changes to your unit or agency's programming to build community relationships?

#### Diversion Programming

29. Do you have a better understanding of civil citation programs after completing the training?
30. Do you plan to recommend changes to your unit or agency's civil citation program?
31. Do you plan to recommend changes to your unit or agency's regularly use civil citation for delinquent youth?
32. Do you plan to recommend changes to your unit or agency's official policies regarding civil citation?
33. Do you plan to recommend changes to your unit or agency's civil citation accountability mechanism?
34. Do you plan to recommend changes to your unit or agency's other diversion programs for delinquent youth?

#### Youth Development and De-escalation

35. Do you have a better understanding of youth de-escalation after completing the training?
36. Do you plan to recommend changes to your agency's de-escalation training for delinquent youth?
37. Do you have a better understanding of youth development after completing the training?
38. Do you plan to recommend changes to your agency's training on youth development?
39. Do you have a better understanding of youth interaction styles after completing the training?
40. Did your experiences at the training course provide you with new information about the differences between youth and adult interaction styles with authority figures?
41. Do you plan to recommend changes to your agency's policies related specifically to youth de-escalation?

#### General

42. Do you plan to recommend changes to your agency's training featuring elements of procedural justice?
43. Did your experiences at the training course provide you with new information about the connection between procedural justice and accountability?

44. Did your experiences at the training course provide you with new information about the relationship between procedural justice and minority involvement in the justice system?
45. If you were given the opportunity to change any of your agency's policies related to Procedural Justice and Minority youth based on what was discussed in this course, would you recommend making changes?
46. Please provide any additional comments or feedback you have regarding this course.