

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Year	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	127,805				
External Revenues	(114,956)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	* 12,849				
POSITIONS (Cumulative)	0				

Is item in adopted Budget? Yes _____ No X

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 1500-767-7607-8101
 0001-762-7670-8101

B. Recommended Sources Of Funds/Summary of Fiscal Impact:

- Department of Juvenile Justice Grant Funds (Fund 1507) \$66,805.20- new
- Edward F. Byrne Justice Assistance Grant Program (Fund 0001) \$ 48,151 – adopted budget
- * Crime Prevention Fund (Fund 1500) \$12,849 – adopted budget

C. Departmental Fiscal Review: mg 3/11/11

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

[Signature] 3/23/11
 OFMB
 JB 3/10/11
 [Signature] 3/21/11
 [Signature] 3/16/11
 [Signature] 3/14/11

[Signature] 3/25/11
 Contract Development & Control
 E. Jensen 3/23/11

B. Legal Sufficiency: [Signature] 3/28/11
 Assistant County Attorney

This item complies with current County policies.

**CONTRACT BETWEEN
STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS CONTRACT is entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE** (hereinafter referred to as the "Department"), whose address is **2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA 32399-3100** and **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as the "Provider"), whose address is **301 NORTH OLIVE AVENUE, SUITE 1001, WEST PALM BEACH, FLORIDA 33401**, to provide an Alternative Care program for youth in Circuit 15.

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 proceeding regarding this Contract shall be in Leon County, Florida.

1. Environmental Protection

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

2. Public Records Access

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

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, the Provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq), section 508 of the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et seq), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
3. The Provider agrees no federal funds received in connection with this Contract may be used by the Provider, or an agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature pursuant to sections 11.062 and 216.347, Florida Statutes.
4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The provider shall verify the employment eligibility of all current and prospective employees through the United States Department of Homeland Security's E-Verify system. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.
5. If this Contract contains in excess of \$10,000 in federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, as supplemented in the Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
6. If this Contract contains federal funds and provides services to children up to the age of 18, the Provider shall comply with the Pro Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
7. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in or be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38, and Part 39.

III. **CONTRACT TERMS AND METHOD OF PAYMENT**A. Contract Term

1. This Contract shall begin on **April 1, 2011**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on September 30, 2011**. 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.

3. Modifications or amendment of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original Contract.

B. Method of Payment

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 not liable for payment for any extra day created by a leap year, unless specifically appropriated by the Legislature, and is only responsible for payments as specified below.

1. Contract Amount

Total compensation under this Contract shall not exceed **\$66,805.20**.

The Department will pay the Provider, on a monthly basis, for fifteen (15) available slots in arrears at the following rate: $(\$24.33 \text{ per diem for each available slot} \times 15 \text{ slots} \times 183 \text{ days}) + (\$19.35 \text{ per diem for each available slot} \times 1 \text{ slot} \times 1 \text{ day} = \$19.35) = \$66,805.20$.

2. Payment and Submission of the Final Invoice

The Provider shall submit the final invoice for payment to the Department no later than forty-five (45) days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payments are forfeited and the Department will not honor any requests submitted after the above time period. Any payment due under the terms of this Contract may be withheld until the Provider complies with the requirements of this Contract, including submittal of all reports due from the Provider and the return of all Department-furnished property. Invoices for reimbursement, fees, and/or compensation for services or expenses must be submitted in sufficient detail to conduct a proper pre-audit and post-audit.

3. Travel

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

4. Options

The Department reserves the right to exercise one or more options (a. or b. below) in the event the Department's needs for programming change. The Department will allow the Provider thirty (30) days to assess any requested increased units of service or changes in services. If agreed upon by both parties, the Provider shall submit to the Department, in writing, an implementation plan to accommodate the proposed increased units of service or changes in services. Upon Department approval of the implementation plan, 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.

- a. Option for Increased Units of Service

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

- b. Option for Changes in Contract Services
The Department has the option to modify the Contract, including adding or reducing services and/or program capacity, and changing the restrictiveness level, gender type served in the program or location of the program during the Contract term. The optioned services shall be consistent with and/or enhance the original intent and purpose of the original Contract. The optioned services may not commence before execution of the amendment. Delivery of changed services shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.
- 5. Reduction of Invoice for Non-Delivery of Service
The Department may reduce the amount of the monthly payment after finding substantial evidence of the Provider's non-delivery of service(s) required by the Contract, preparing written findings substantiating the Provider's failure to perform, and notifying the Provider of the proposed reduction of the monthly payment, and providing an opportunity for discussion of the proposed reduction in payment. The amount of any reduction shall be based upon the costs of those services not performed during the payment period.
- 6. Supplemental Expenditure
The Department, at its option and without notice to the Provider, shall have the right to make any payment or expenditure the Provider failed to have made under the Contract, to ensure all contracted services will remain available to youth if the Provider fails to perform as required under this Contract. Such expenditures by the Department may include, but are not limited to, payment for repairs affecting life, health or safety of youth or staff, food and medical services, utilities, claims for which liens may be attached to the property, insurance premiums, and other supplementary goods or services. Any payment by the Department shall be without prejudice to any of the Department's rights or remedies under this Contract, at law, or in equity. All sums paid by the Department, including indirect costs incurred by the Department to bring the program into compliance with Contract requirements pursuant to this paragraph shall be immediately due and payable from the Provider. Such sums may be recovered by the Department by means of a reduction to a monthly invoice payment otherwise payable to the Provider under the Contract Payment Method. Recovery of the cost described above shall not relieve the Provider of the duty of full performance under the Contract. The Department will provide written notice after the fact to advise the Provider of why the decision was made, and any amount due to the Department from the Provider.
- 7. Staff Training Costs
 - a. All costs occurring from, or associated with, Department-required training necessary for performance under this Contract or otherwise required by federal or state law, rule, or Department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider, and as outlined in the Provider's awarded response to the Department's solicitation. Therefore, all training costs are included in the total cost of the services requested. The Department is not responsible for and, therefore, shall not reimburse any additional, itemized training costs, including but not limited to, software, licenses, travel and materials, incurred in the performance of this Contract other than the Compensation stated in Section III.
 - b. For CORE licenses, the Provider is responsible for annually reimbursing the Department for the cost of securing these licenses in the amount of \$35.00 per FTE position as found in the Provider's approved budget. Payment for these costs shall be made to the Department as specified in Attachment L, which may be found at <http://www.djj.state.fl.us/Providers/contracts/index.html> and are due

within one (1) month of the Contract start date and annually every year thereafter for the life of the Contract.

IV. LIABILITY

Indemnification

- A. Pursuant to section 768.28(11)(a), Florida Statutes, the Provider agrees it and any of its employees, agents or subcontractors are agents and not employees of the State while acting within the scope of their duties and responsibilities to be performed under this Contract. The Provider further agrees to indemnify the Department, upon notice of any liabilities caused by the Provider or its employees' or agents' negligent or tortious acts or omissions within the scope of their employment under this Contract up to the limits of sovereign immunity as set forth in Florida law. The Provider further agrees to defend the Department and hold it harmless, upon receipt of the Department's notice of claim of indemnification to the Provider, against all claims, suits, judgments, damages or liabilities, including court costs and attorneys' fees incurred by the Department because of the negligent or tortious acts of the Provider or its employees, agents or subcontractors.
- 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, Section X. B., of this Contract.

- A. Department Convenience
The Department may terminate this Contract, in whole or in part, without cause, for its convenience, and without additional cost to the Department, by giving no less than thirty (30) days written notice to the Provider.
- B. Provider Convenience
The Provider may terminate this Contract, without cause, for its convenience, by giving no less than ninety (90) days written notice to the Department, unless both parties mutually agree in writing to a different notice period. The Provider shall be operating in a state of compliance with the terms and conditions of the Contract at the time the notice is issued and shall remain compliant for the duration of the performance period. The Provider shall notice the Department's Contract Manager via the United States Post Office or delivery service that provides verification of delivery or hand delivery.
- C. Default
The Department may terminate this Contract, in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), Florida Administrative Code, upon written notice to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3) and (4), Florida Administrative Code. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost).
- D. Lack of Funding
In the event funding for this Contract becomes unavailable, the Department may terminate the Contract upon no less than fifteen (15) days written notice to the Provider.

VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

The Department has determined that this is a Vendor contract.

- A. MyFloridaMarketPlace Transaction Fee
 - 1. This Contract is Exempt from the My Florida Market Place Transaction Fee under Rule 60A-1.032(1)(e) Transactions with another Government Agency.

VII. RECORDS REQUIREMENTS**A. Record Retention**

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five (5) years in accordance with chapters 119 and 257, Florida Statutes, and the Florida Department of State Record Retention Schedule located at <http://dls.dos.state.fl.us/recordsmgmt>. The Provider shall maintain youth records, which are programmatic in nature in a secure location with access limited to duly authorized Department and Provider staff. Upon expiration of this Contract, the Provider shall return all youth records to the Department. The Provider shall ensure these records are available at all reasonable times to inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department. In the event any work is subcontracted, the Provider shall require each subcontractor to maintain and allow access to such records for audit purposes in the same manner. The Provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, Comptroller, or Auditor General access to such records upon request. The Provider shall ensure that all working papers are made available to the Department, or its designee, Comptroller, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

B. Transfer of Records

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

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

When applicable, the Department's Invitation to Bid, Request for Proposal or Invitation to Negotiate that results in this Contract and the Provider's bid, proposal or reply are incorporated herein by reference.

B. Order of Precedence

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

1. Contract document including any attachments, exhibits, and amendments;
2. The Request for Proposals, Invitations to Bid, Invitations to Negotiate, exhibits, and appendices, including any addenda;
3. Applicable Florida Statutes and Florida Administrative Code;
4. Department policy and manuals; and
5. The Provider's proposal, bid or reply as incorporated by reference.

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

C. Rights, Powers and Remedies

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

D. Third Party Rights

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

E. P.R.I.D.E

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in sections 946.515(2) and (4), Florida Statutes. For purposes of this Contract, the person,

firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

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

P.R.I.D.E.
12425 28th Street North, Suite 103
St. Petersburg, Florida 33716
Telephone (727) 572-1987
<http://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, procedures, or manuals shall be reduced to writing and shall be maintained in the Contract Manager's file.

G. Convicted Vendor List

A Vendor, person or affiliate who has been placed on the Florida Convicted Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Department pursuant to section 287.133, Florida Statutes.

H. Discriminatory Vendor List

In accordance with section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List:

1. May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and
2. May not transact business with any public entity.

I. Copyrights and Right to Data

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

J. Assignments and Subcontracts

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 be deemed in any event to provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Department may monitor

the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this Contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's review of subcontractor agreement(s) associated with this Contract award does not relieve the Provider of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.

K. Sponsorship

If the Provider is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Palm Beach County Criminal Justice Commission 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 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 nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes. For purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/respect

M. Force Majeure

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

N. Insurance

The Provider is self insured for all liability claims and related expenses pursuant to the provisions of Florida Statute 768.28. The Department's interests, as they may appear, will be protected under the provisions of Florida Statute 768.28.

O. Suspension of Work

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

P. Inspector General Requirements

1. Investigation

Pursuant to section 20.055, Florida Statutes, the Office of the Inspector General is responsible for providing direction for supervision and coordination of audits, investigations, and reviews relating to the programs and activities operated by or financed by the Department for the purpose of promoting economy and efficiency, and shall conduct investigations designed to detect, deter, prevent, and eradicate

fraud, waste, mismanagement, misconduct, and other abuses in its programs and activities. The Inspector General and staff shall have access to any records, data, and other information maintained by the Department or Provider as deemed necessary to carry out the aforementioned activities. The Provider will ensure that all Provider staff, and its subcontractors, fully cooperate with the Office of the Inspector General staff and/or other Department staff conducting audits, investigations, or reviews. The Provider shall, as directed by the Department, conduct Program Reviews of incidents reported to the Department. Program Reviews will be conducted by Provider staff certified by the Department as Program Review Specialists.

2. Incident Reporting

Pursuant to Rule 63f-11.001-006, Florida Administrative Code, Central Communications Center, the Provider shall comply with all Department incident reporting requirements. 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 within three (3) business days of the arrest. This procedure shall require the imposition of corrective action for noncompliance. Programs must comply with the reporting requirements as outlined in the Department's incident reporting policy.

3. Background Screening

The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Provider shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, Florida Statutes and the Department's background screening policy (FDJJ 1800 Revised 7/30/10 with corrections on 8/12/10). Failure to comply with the Department's background screening requirements may result in termination of the Contract.

Q. Monitoring

The Department will conduct periodic unannounced and 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. 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 any clients 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 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.

R. Confidentiality

1. Pursuant to section 985.04, Florida Statutes, all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of the Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep 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 of this paragraph shall survive the Contract.

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 April 14, 2000), if applicable under this Contract.
- S. 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.
 - T. 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.
 - U. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
The Provider, by execution of this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with the Department by any federal department or agency, pursuant to 34 CFR, Part 85, Section 85.510. The Provider shall notify the Department if, at any time during this Contract, it or its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contract with the Department by any federal department or agency. The list of excluded entities is available at <http://www.epls.gov/>.
 - V. 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 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.

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 1: Services to be Provided
- Exhibit 1: Invoice
- Exhibit 2: Contract Census Report
- Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report

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
PALM BEACH COUNTY CRIMINAL
JUSTICE COMMISSION

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____

DATE: _____

VENDOR NUMBER: 59-6000785

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

ATTACHMENT 1 SERVICES TO BE PROVIDED

I. General Description

- A. Services to be Provided
The Provider shall design, develop, implement, and operate the Youth Alternative Care Program to provide a greater understanding of opportunities and teach personal skills and academics critical to youth under 18 years of age.
- B. General Description of Services
The program shall provide home detention monitoring services to eligible juveniles with a court order in Palm Beach County. A variety of services shall be available to each youth combining academic remediation, psychological evaluations, Interest Inventory/Career Explorations, support services, and comprehensive case management. In addition, the Provider shall provide additional services and support, as needed, utilizing community resources.
- C. Authority for Specific Contracted Program Services
Chapter 985.02 (8) Florida Statutes gives the Department of Juvenile Justice the authority to provide gender specific programming to youth awaiting judicial disposition. Gender specific programming refers to unique program models and services that comprehensively address the needs of a targeted gender group. Gender-specific programming focuses on the differences between young females' and young males' roles and responsibilities, positions in society, access to and use of resources, and social codes governing behavior.
- D. Service Limits
The Provider shall keep available fifteen (15) program slots and shall track/monitor up to fifteen (15) youth residing in Circuit 15.
- E. Major Goal(s) of the Service
Operation of the program shall accomplish several major program goals, including, but not limited to the following:
1. Reduce risk factors to re-offend and make better decisions.
 2. Identify specific gender-based needs and develop strategies to meet those needs.
 3. Identify unmet needs and develop strategies to meet those needs.
 4. Create and maintain positive working relationships with relevant community-based agencies, including the mental health, medical, social service, criminal justice, and community stakeholders to ensure ancillary services are available for girls.
 5. Work collaboratively with the Department of Juvenile Justice to improve programs to prevent, interrupt, and reduce juvenile delinquency.
 6. Provide continued assistance to youth and families after judicial disposition and/or release from secure detention status.
 7. Develop strategies and implement programs to address the over-representation of minority youth in the juvenile justice system.

II. Youth to be Served

- A. General Description of Youth to be Served:
Youth to be served are pre-adjudicated youth up to 18 years of age residing in Circuit 15.
- B. Youth Eligibility
Youth are eligible to participate in the program if they are pre-adjudicated and the court has not decided on disposition.
- C. Youth Referral/Determination
Youth will be enrolled in the program after receiving a court order to participate.
- D. Limits on Youth to be Served
The program will serve youth up to 18 years of age who are court ordered to participate and have not received final disposition from the courts.

III. Services to be Provided

A. Service Tasks

The Provider shall provide program service tasks which, at a minimum, shall include the following:

1. Alternative Care Program Requirements
 - a. The Provider shall provide an Alternative Care Program in Circuit 15 with fifteen (15) available slots for youth referred by court order to the program.
 - b. Program services shall be provided for each youth referred until the youth has received adjudication, at which time services for the youth shall be terminated.
 - c. The Provider's Juvenile Justice Case Worker (JJCW) shall track/monitor up to fifteen (15) youth at a time.
 - d. Within 24 hours of the detention hearing or youth being placed in the Youth Alternative Care Program, the JJCW shall conduct a face to face interview with the youth, parent, and other pertinent persons to review and revise the Youth's Alternative Care Program (ACP) contract as needed. The youth's contract shall include a continuum of sanctions and a level of rewards weekly for compliance with program requirements.
 - e. The signed ACP contract shall address compliance with the orders of the court and program requirements to include which violations will cause a youth to return to secure detention or loss of privileges.
 - f. The Provider shall immediately seek an order to take the youth into custody should the youth violate the conditions of the contract that require a return to secure detention.
 - g. The JJCW shall monitor youth by scheduled face-to-face meetings and indirect contact, such as phone calls, as well as follow up on an impromptu basis such as home visits, school visits, etc.
 - h. During the first week of supervision, there shall be a minimum of five (5) face-to face contacts with the youth, parents, school officials, employers and other significant persons as follows:
 1. Five (5) with the youth including at least one contact after hours or on the weekend;
 2. Three (3) collateral contacts with others; and
 3. Daily phone calls from the youth to the JJCW.
 - i. During the second week and all subsequent periods of supervision, there will be a minimum of three (3) face-to-face contacts as follows:
 1. Three (3) face-to-face contacts with the youth including at least one contact after hours or on weekends;
 2. Two (2) collateral contacts with significant others; and
 3. Daily phone calls from the youth to the JJCW.
2. Case Management
 - a. Case management of each youth will be provided by the JJCW.
 - b. An individual plan will be developed for each youth to address educational, employment, or other needs of the youth.
 - c. The JJCW shall provide training or referrals for needed supportive services such as mobility training, emergency transportation, school supplies, food, emergency shelter, and bus passes. Referrals for community or leveraged supports shall include medical, psychological, or housing.
 - d. When substance abuse, physical abuse, or mental health issues are identified, the JJCW will refer the youth to the appropriate center for guidance, counseling, and/or treatment.
3. Mentoring
 - a. All enrolled youth will have the opportunity to enroll in a mentoring program identified by the Provider. Mentoring will offer guidance,

counseling, and modeling of appropriate behaviors, as well as assist youth with critical problem solving skills.

4. Tutoring

- a. Tutoring sessions shall be offered to all youth, facilitated by a certified teacher and/or youth trainer, to work on basic math and reading skills. A TABE locator test will be utilized for assessment purposes.
- b. Money management classes shall be offered to youth. Components of this curriculum shall include budgeting and how to manage saving and checking accounts.

B. Service Task Limits

Youth may only remain in the program in accordance with statutory time limits on detention status.

C. Staffing/Personnel

1. General Staffing:

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.

2. Program Staffing

The Provider shall provide the following staff to perform responsibilities as identified below in support of this contract:

Position	Responsibilities
Director of Youth Services	Design, Develop, and Implement all youth initiatives
Coordinator of Youth Alternative Care Program	Ensures that the program meets the set goals and expectations; supervision of program staff
Director of Accounting	Fiscal Oversight
Certified Teacher/Youth Trainer	Teach Academic enrichment and social skills to youth
Juvenile Justice Case Worker (JJCW)	(1 FTE) Track/Monitor youth, develop plans, track goals, and follow-up to assigned case load and provide support services and referrals as needed
Psychologist	Screen, test, and assess youth for mental health issues. Write reports based on information gathered.

3. Staffing Qualifications

All staff shall possess adequate education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines. In addition, staff shall meet the following qualifications for each position as identified below:

Position	Qualifications
Director of Youth Services	Bachelors Degree or 4 years experience working with youth
Coordinator of Youth Alternative Care Program	Bachelors Degree or 4 years experience working with youth
Director of Accounting	Bachelors Degree or 4 years experience in accounting
Certified Teacher/Youth Trainer	Certified to teach academic enrichment and social skills to youth

Juvenile Justice Case Worker (JJCW)	Bachelors Degree or 4 years experience working with youth
Psychologist	PHD Level, Licensed

1. **Provider Staffing Schedule and Vacancies**
The Provider shall prepare and utilize a written back-up plan to ensure adequate qualified staff fill-in for Provider staff who may be absent from work (e.g., unexpected emergency, illness, or vacation) so that services to youth will not be canceled or rescheduled.
2. **Staffing Changes**
Changes to the minimum number of staff and qualifications required in this Contract are not authorized. Staff changes shall be approved in writing by the Department's Contract Manager and Chief Probation Officer/designee.

D. Service Locations and Times

1. **Service Locations**
The Provider shall maintain an office for services at 1715 Tiffany Drive East, West Palm Beach, Florida. At the Provider's identified location, youth files will be securely maintained and services shall occur during traditional and non-traditional hours. Any additional space where services are to be provided to youth shall be approved in writing by the Department's Contract Manager and Chief Probation Officer/designee.
2. **Service Times**
Administrative services shall be performed Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m., E.S.T., excluding state holidays. Youth/Client/services shall be provided 7 days a week and shall be provided during the day and evening hours to accommodate the school schedules of the referred youth.
3. **Changes to Service Locations/Times**
The Provider shall submit a request for written approval prior to any changes to the location of services or times for service delivery to the Department's Contract Manager. Approval must be obtained in writing from the Department, prior to any such changes.

E. Property

A. **Non-Expendable Tangible Personal Property**

1. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
 - a) Expenditure of funds provided by the Department under a cost-reimbursement contract;
 - b) Expenditure of funds provided by the Department as pre-operational; and/or
 - c) Expenditure of funds provided by the Department as operational expense dollars.
2. All state-furnished property acquired by the Provider through funding sources identified above, with a cost of \$1,000 or more and lasting more than one year, and hardback-covered bound books costing \$250 or more, shall be accounted for in accordance with chapter 10.300, Rules of the Auditor General. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted or determined surplus under the terms of this Contract, shall be returned to the Department upon Contract termination. Any replacements shall be in equal or greater value when returned to the Department.
3. Upon delivery of Department-furnished property to the Provider, the Provider assumes the risk and responsibility for its loss and damage.
4. All state-furnished property with a cost of \$100 or more, but less than \$1,000, shall be accounted for by the Provider using a system developed by the Provider and approved by the Department. The Provider's property accountability system shall contain, at a minimum: item number, item description, physical location of the

- property, serial or manufacturer's number, name, make or name of manufacturer, model year, date purchased, method of procurement, and condition of property. The system shall be designed to reflect any changes to the status of property such as condition or disposition. All such property shall be either returned to the Department upon Contract termination or disposed of as instructed by the Department. Any replacements shall be of equal or greater value when returned to the Department.
5. The Provider shall submit to the Contract Manager, on a quarterly basis, a listing of all items purchased that quarter under the Contract. The listing shall include a statement as to whether the items were purchased with Department or Provider funds, and include supporting documentation of funds used.
 6. The Provider shall not dispose of state-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
 7. The Provider shall not use any state-furnished property for any purpose except the delivery of services identified in this Contract.
 8. The Provider shall submit a final inventory report for approval by the Department at conclusion of the Contract.
 9. The Provider shall submit an annual joint inventory report of all state-furnished property and all Provider-owned property located at the facility to the Contract Manager.
 10. The Provider shall report annually to the Contract Manager an inventory of all state-titled vehicles or other vehicles purchased with state funds. The Provider shall maintain a monthly vehicle log for each vehicle and submit the completed log to the Contract Manager by the 5th day of each month. When utilizing state-furnished vehicles, the Provider shall comply with the Department's Vehicle Operations Policy and Fleet Management Manual. The Department has furnished the Department-furnished tangible personal property identified in Exhibit 5 for use with this Contract.
 11. The Department finds it necessary to purchase property through the Provider as opposed to direct acquisition for the following reason(s):
 - a) The property is solely intended for use by the Provider in the delivery of the contracted services or the same or different Providers under subsequent continuing Contracts intend continued use of this property throughout its useful life. It is not intended for direct use by Department staff;
 - b) The property is critical to the delivery of the contracted services and the Department more appropriately identifies the cost as a Contract cost rather than Operating Capital Outlay; and
 - c) Direct purchase by the Provider is more efficient than Department purchase, which would include additional costs for storage, delivery, retrieval, disposal, etc.

IV. Deliverables

A. Service Units

The service unit for this Contract is an available program slot: An available program slot is defined as a slot available for a youth referred to the ACP program by court order for services as specified in this Contract. The Provider shall ensure there are, at all times, fifteen (15) available program slots. A slot may be filled or unfilled based on court orders.

B. Reports

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. (The type, frequency, content, format of reports required and the party to receive the report; deadline for report submission, number of copies to be delivered, delivery method; and the Department representative to receive.)

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:

Becky Walker
Palm Beach Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401
Telephone: (561) 355-4941
E-mail: BWalker@pbcgov.org

Sharon Shore, Contract Manager
Department of Juvenile Justice
4801 South University Drive, Suite 3080
Davie, Florida 33328
Telephone: (954) 680-4141
E-mail: Sharon.Shore@djj.state.fl.us

After execution of this Contract, any changes in the information contained in this section will be provided to the other party in writing and shall be sent by United States Postal Service or other delivery service with proof of delivery. A copy of the written notification shall be maintained in the official Contract record. All notices required by this Contract or other communication regarding this Contract shall be sent by United States Postal Service or other delivery service with proof of delivery.

1. Invoice

A properly prepared invoice shall be submitted directly to the Contract Manager within ten (10) business days following the end of the month for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, Florida Statutes and any interest due shall be paid pursuant to section 55.03(1), Florida Statutes. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 800-848-3792.

2. Youth Census Report

A complete list of youth 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 Census Report shall include the youth name, juvenile justice identification number, date(s) of service, and the service required by the Contract that was provided.

3. Proof of Insurance

A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in this Contract.

4. 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.
5. 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.
 6. 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.
 7. Certified Minority Business Enterprise (CMBE)
The Provider shall submit to the Contract Manager, along with each monthly invoice, a copy of Exhibit 4, Florida MBE Utilization Report – available at: <http://www.djj.state.fl.us/providers/contracts/index.html>, listing all payments made for supplies and services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.
 8. Information Resource Request (IRR)
The Provider shall receive written approval from the Department prior to the purchase of Information Resource Request (IRR) components used in the performance of contractual obligations under this Contract when the cumulative total cost is equal to or greater than five hundred dollars (\$500.00). The Provider shall secure written approval by means of a Department IRR form before the purchase of information technology components. The Contract Manager will serve as the liaison between the Provider and the Department's Management Information System (MIS) bureau during the completion of the IRR process. The IRR form is available in the Department's Forms Library. The use of contract funds for the purchase of IRR components must be approved by the contract manager as appropriate and allowable under the terms of the Contract.
 9. Continuity of Operations Plan (COOP)
Prior to the delivery of service, the Provider shall submit a COOP, which provides for the continuity of Contract services in the event of a manmade/natural disaster/emergency. The Department approved Plan format can be found on the Department's website. Additional information can be found in FDJJ 1050, Continuity of Operations Plans.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO
Invoice	Monthly	10 th day of the following reporting month	Contract Manager
Youth Census Report	Monthly	10 th day of the following reporting month	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution	Upon execution	Contract Manager

Staff Vacancy Report	Monthly	10 th day of the following reporting month	Contract Manager
CMBE Utilization Report	Monthly	10 th day of the following reporting month	Contract Manager
Information Resource Request (IRR)	Prior to the purchase of information technology soft/hardware		Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to the delivery of services and July 1	Contract Manager

C. Report Receipt and Documentation

The Provider shall submit written reports with all required documentation within the timeframes 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 Contract Manager will approve or reject deliverables and reports.

VIII. Performance Measures

A. Performance Measures

At a minimum, the following performance measures shall be met by the Provider:

1. 85% of youth that are referred by the court will successfully complete the program. (Program completion is defined as compliance with the term of the youth's Alternative Care Program contract or termination from the program upon adjudication.)
2. 75% of youth will be referred to community services for follow-up upon completion of the program

B. Outcome Evaluation

1. The Provider, throughout the term of the Contract, shall document compliance with required service tasks and performance and provide documentation of data for inspection upon request.
2. The Department will conduct outcome evaluations and recidivism studies concentrating on the re-offending and re-adjudication of juveniles who complete the Alternative Care Program.
3. The evaluation will use the process and outcome data collected throughout the duration of the contract to determine the effectiveness of the services.
4. The results may be used in evaluation of the service needs or the Provider's performance when considering future contract renewals and funding.

5.



EXHIBIT 1
FLORIDA DEPARTMENT OF JUVENILE JUSTICE
INVOICE FOR FIXED PRICE OR FIXED FEE CONTRACT/GRANT

SECTION I:

Provider (Payee) Name:	Contract/Grant No.:
Remittance Address:	Invoice Number: #
Program Name:	Invoice Date:
Service Address:	Service Period:

SECTION II:

A	B	C	D	E
Unit of Service or Description	Total Number of Units	Total Number of Days	Unit Costs	Total Costs
Payment Amount Requested				

SECTION III:

CERTIFICATION			
<ul style="list-style-type: none"> I certify that the expenditures incurred under this contract/grant are for commodities or services, which are reasonable, necessary, allowable and allocable, and the expenditures directly relate to the purpose of the contract/grant. I certify that the services this individual or entity have provided services in accordance with the terms and conditions specified in the contract/grant. I certify that this individual or entity, in accordance with the terms and conditions specified in the contract/grant, maintains any documents and proof of payment supporting the expenditures. 			
Signature of Provider Agency Official	Type or Print Name & Title	Telephone & Ext.	Date

SECTION IV:

FOR DEPARTMENT USE ONLY							
Date Invoice Was Received	Date Goods or Services Were Received	Date Goods or Services Were Inspected And Approved	SIGNATURE OF Person Approving Invoice For Payment	PRINT Name Of Person Approving Invoice	Telephone	Signature	Date
Org Code	Exp Option	Object Code	Amount	Org Code	Exp Option	Object Code	Amount
1.			\$	4.			\$
2.			\$	5.			\$
3.			\$	6.			\$

CONTRACT CENSUS REPORT
EXHIBIT 2

PROGRAM NAME: _____ CONTRACT NO.: _____ FOR THE MONTH OF: _____

CLIENT NAME	CLIENT ID NUMBER	DAYS OF THE MONTH																														CLIENT DAYS						
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		31					
1.																																						
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20.																																						
21.																																						
22.																																						
		TOTAL CLIENT SERVICE DAYS																																				

PLACE AN "X" FOR EACH DAY THE YOUTH IS IN THE PROGRAM AND/OR RECEIVING SERVICES.
 NO. OF DAYS = OTHER (O) _____
 NO. OF DAYS = HOUSING (H) _____

 SIGNATURE OF PROVIDER AGENCY OFFICIAL Title Date

**EXHIBIT 3
FLORIDA MBE UTILIZATION REPORT**

CONTRACT #: _____ **CONTRACT MANAGER:** _____

REGION: _____ **CIRCUIT:** _____ **LOCATION (COUNTY):** _____

PROGRAM NAME: _____

PROVIDER NAME: _____ **INVOICE MONTH:** _____

ADDRESS: _____ **INVOICE AMOUNT:** _____

TELEPHONE: _____ **CONTRACT AMOUNT:** _____ **(ANNUAL) BUSINESS CLASSIFICATION CODE** _____

**** (ENTER CODES H through R FROM SCHEDULE BELOW, AND FILL IN LINES 1 through 5 IN THE SUBCONTRACTOR TABLE)**

<u>Business Classification</u>	<u>Certified MBE**</u>	<u>Non Certified MBE**</u>	<u>Non Profit Organization</u>
A – Non Minority	H – African American	N – African American	S – 51% or more Minority
B – Small Bus (State)*	I – Hispanic	O – Hispanic	T – 51% or more Minority
C – Small Bus (Federal)	J – Asian/Hawaiian	P – Asian/Hawaiian	Workforce
E – Government Agency (local)	K – Native American	Q – Native American	
G – P.R.I.D.E. M – Non Minority Women (Formerly American Women)	R – Non Minority Women (Formerly American Women)		

(*Defined as 200 employees or less, \$5 million or less net worth and domiciled in Florida)

INSTRUCTIONS

PROVIDER: Complete this form monthly and submit along with your regular invoice to ensure prompt payment.

CONTRACT MANAGER: Forward this form along with invoice to Finance and Accounting.

	ENTER MBE SUBCONTRACTOR NAME	SPURS, SSAN, OR FEID VENDOR #	CMBE/ MBE CODE (H-R)	SUBCONTRACTED PLAN AMT.	AMT. PAID TO MBE SUBCONTRACTOR IN THE CURRENT MONTH	SUBCONTRACT PLAN BALANCE
1						
2						
3						
4						

PROVIDER CERTIFICATION: I certify that the above information is true and correct to the best of my knowledge.

PROVIDER SIGNATURE: _____ **TITLE** _____

PRINT NAME: _____ **DATE:** _____

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

FUND 1507 - Criminal Justice Commission Grant Fund

BGEX 767-031111*1029
BGRV 767-031111*274

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 3/10/11	REMAINING BALANCE
REVENUES								
<u>DJJ - Department of Juvenile Justice Alternative Care Program</u>								
762-7691-3129	Grant Revenue	0	0	66,805	0	66,805		
	TOTAL REVENUES	<u>30,146</u>	<u>1,560,342</u>	<u>66,805</u>	<u>0</u>	<u>1,627,147</u>		
EXPENDITURES								
<u>DJJ - Department of Juvenile Justice Alternative Care Program</u>								
762-7691-8201	Contributions-Non-Governmental Agenc	0	0	66,805	0	66,805		
	TOTAL EXPENDITURES	<u>30,146</u>	<u>1,560,342</u>	<u>66,805</u>	<u>0</u>	<u>1,627,147</u>		

Attachment #

Criminal Justice Commission
 INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures

Date

MJG 3/11/11

By Board of County Commissioners
At Meeting of 4/05/11

Deputy Clerk to the
Board of County Commissioners

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made as of the First day of April, 2011, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and GULF STREAM GOODWILL INDUSTRIES INC., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the SERVICE PROVIDER, whose Federal I.D. is 59-1197040.

In consideration of the mutual promises contained herein, the COUNTY and the SERVICE PROVIDER agree as follows:

ARTICLE 1 - SERVICES

The SERVICE PROVIDER's responsibility under this Contract is to provide home detention monitoring services to juveniles in Palm Beach County, as more specifically set forth in the Scope of Work detailed in Exhibit A.

The COUNTY'S representative/liaison during the performance of this Contract shall be Arlene Burton, telephone number (561) 355-2135.

The SERVICE PROVIDER's representative/liaison during the performance of this Contract shall be Elise Johansen, telephone number (561) 848-7200 extension 2251.

ARTICLE 2 - SCHEDULE

The SERVICE PROVIDER shall commence services on April 1, 2011 and complete all services by September 30, 2011.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit A.

ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Sixty-Six Thousand Eight hundred Fifty Dollars (\$66,805.20). The SERVICE PROVIDER shall notify the COUNTY'S representative in writing when 90% of the "not to exceed amount" has been reached. The SERVICE PROVIDER will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit A for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the SERVICE PROVIDER pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses are not permissible under this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the SERVICE PROVIDER will clearly state "final invoice" on the SERVICE PROVIDER'S final/last billing to the COUNTY. This shall constitute the SERVICE PROVIDER'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the SERVICE PROVIDER.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the SERVICE PROVIDER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the SERVICE PROVIDER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the SERVICE PROVIDER upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the SERVICE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the SERVICE PROVIDER shall:

- A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The SERVICE PROVIDER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the SERVICE PROVIDER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the SERVICE PROVIDER'S key personnel, as may be listed in Exhibit A, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The SERVICE PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the SERVICE PROVIDER'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The SERVICE PROVIDER is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the SERVICE PROVIDER uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the SERVICE PROVIDER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The SERVICE PROVIDER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The SERVICE PROVIDER understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The SERVICE PROVIDER shall provide the COUNTY with a copy of the SERVICE PROVIDER's contract with any SBE subcontractor or any other related documentation upon request.

The SERVICE PROVIDER understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The SERVICE PROVIDER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The SERVICE PROVIDER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The SERVICE PROVIDER agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the SERVICE PROVIDER. The SERVICE PROVIDER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SERVICE PROVIDER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The SERVICE PROVIDER shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. The SERVICE PROVIDER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The SERVICE PROVIDER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by the SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the SERVICE PROVIDER under the Contract.
- B. **Commercial General Liability** The SERVICE PROVIDER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** The SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event the SERVICE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing the SERVICE PROVIDER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** The SERVICE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- E. **Professional Liability** The SERVICE PROVIDER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of the SERVICE PROVIDER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the SERVICE PROVIDER shall

maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, the SERVICE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. The SERVICE PROVIDER shall provide this coverage on a primary basis.

- F. **Additional Insured** The SERVICE PROVIDER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The SERVICE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** The SERVICE PROVIDER hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the SERVICE PROVIDER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the SERVICE PROVIDER enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, the SERVICE PROVIDER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

- I. **Umbrella or Excess Liability** If necessary, the SERVICE PROVIDER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

The SERVICE PROVIDER shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the SERVICE PROVIDER.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the SERVICE PROVIDER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the SERVICE PROVIDER shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the SERVICE PROVIDER.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of

any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The SERVICE PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The SERVICE PROVIDER further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SERVICE PROVIDER shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the SERVICE PROVIDER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SERVICE PROVIDER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SERVICE PROVIDER. The COUNTY agrees to notify the SERVICE PROVIDER of its opinion by certified mail within thirty (30) days of receipt of notification by the SERVICE PROVIDER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SERVICE PROVIDER, the COUNTY shall so state in the notification and the SERVICE PROVIDER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the SERVICE PROVIDER under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The SERVICE PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the SERVICE PROVIDER'S or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the SERVICE PROVIDER'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SERVICE PROVIDER'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The SERVICE PROVIDER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The SERVICE PROVIDER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The SERVICE PROVIDER shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the SERVICE PROVIDER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The SERVICE PROVIDER is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the SERVICE PROVIDER'S sole direction, supervision, and control. The SERVICE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SERVICE PROVIDER's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The SERVICE PROVIDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - FLORIDA DEPARTMENT OF JUVENILE JUSTICE

The SERVICE PROVIDER agrees to be bound by the requirements of the Florida Department of Juvenile Justice Conditions as outlined in the Exhibit A and the attachment is incorporated by reference and made a part of this Contract.

ARTICLE 21 - PROGRAMMATIC REQUIREMENTS

The SERVICE PROVIDER agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. Allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor the SERVICE PROVIDER to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funding entity's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The SERVICE PROVIDER shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- E. To support programmatic monitoring and evaluation, the SERVICE PROVIDER will complete and submit a "logic model form" that will identify the SERVICE PROVIDER'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the Contract is in effect. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the SERVICE PROVIDER complete the "logic model form".
- F. The SERVICE PROVIDER will reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to have been misused or misspent.
- G. The SERVICE PROVIDER will submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects The SERVICE PROVIDER'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.
- H. Submit a Monthly Demographic Report based on the clients served by the County funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.

ARTICLE 22 - ACCESS AND AUDITS

The SERVICE PROVIDER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SERVICE PROVIDER'S place of business.

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its

officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

ARTICLE 23 - NONDISCRIMINATION

The SERVICE PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

ARTICLE 24 - AUTHORITY TO PRACTICE

The SERVICE PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 25 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 26 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, GULFSTREAM GOODWILL INDUSTRIES, Inc. certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 27 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SERVICE PROVIDER of the COUNTY'S notification of a contemplated change, the SERVICE PROVIDER shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the SERVICE PROVIDER'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the SERVICE PROVIDER shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the SERVICE PROVIDER shall not commence work on any such change until such written amendment is signed by the SERVICE PROVIDER and approved and executed on behalf of Palm Beach County.

ARTICLE 28 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

With copy to:

ATTN: Gentry Benjamin
Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, Florida 33401

If sent to the SERVICE PROVIDER, notices shall be addressed to:

Elise Johansen, Director of Youth Enrichment Services
Gulfstream Goodwill Industries, Inc.
1715 Tiffany Drive East
West Palm Beach, Florida 33407

ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the SERVICE PROVIDER agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27- Modifications of Work.

ARTICLE 30 - CRIMINAL HISTORY RECORDS CHECK

The PROVIDER shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if SERVICE PROVIDER'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The SERVICE PROVIDER acknowledges and agrees that all employees and subcontractors who

are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

The SERVICE PROVIDER shall conduct a Criminal History Records Check including fingerprinting for all SERVICE PROVIDER employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

ARTICLE 31 - REGULATIONS; LICENSING REQUIREMENTS:

The PROVIDER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The PROVIDER is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and the SERVICE PROVIDER has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:**

By: _____
Deputy Clerk

By: _____
Karen Marcus, Chair

Gulfstream Goodwill Industries, Inc.

By: *Maxim A. Jurek*
Executive Director

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *[Signature]*
Michael L. Rodriguez
Executive Director

**CONTRACT BETWEEN
STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS CONTRACT is entered into between the STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE (hereinafter referred to as the "Department"), whose address is 2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA 32399-3100 and PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Provider"), whose address is 301 NORTH OLIVE AVENUE, SUITE 1001, WEST PALM BEACH, FLORIDA 33401, to provide an Alternative Care program for youth in Circuit 15.

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 proceeding regarding this Contract shall be in Leon County, Florida.

1. Environmental Protection

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

2. Public Records Access

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

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, the Provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq), section 508 of the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et seq), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
3. The Provider agrees no federal funds received in connection with this Contract may be used by the Provider, or an agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature pursuant to sections 11.062 and 216.347, Florida Statutes.
4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The provider shall verify the employment eligibility of all current and prospective employees through the United States Department of Homeland Security's E-Verify system. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.
5. If this Contract contains in excess of \$10,000 in federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, as supplemented in the Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
6. If this Contract contains federal funds and provides services to children up to the age of 18, the Provider shall comply with the Pro Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
7. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in or be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38, and Part 39.

III. **CONTRACT TERMS AND METHOD OF PAYMENT**

A. Contract Term

1. This Contract shall begin on **April 1, 2011**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on September 30, 2011**. 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.

3. Modifications or amendment of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original Contract.

B. Method of Payment

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 not liable for payment for any extra day created by a leap year, unless specifically appropriated by the Legislature, and is only responsible for payments as specified below.

1. Contract Amount

Total compensation under this Contract shall not exceed **\$66,805.20**.

The Department will pay the Provider, on a monthly basis, for fifteen (15) available slots in arrears at the following rate: $(\$24.33 \text{ per diem for each available slot} \times 15 \text{ slots} \times 183 \text{ days}) + (\$19.35 \text{ per diem for each available slot} \times 1 \text{ slot} \times 1 \text{ day} = \$19.35) = \$66,805.20$.

2. Payment and Submission of the Final Invoice

The Provider shall submit the final invoice for payment to the Department no later than forty-five (45) days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payments are forfeited and the Department will not honor any requests submitted after the above time period. Any payment due under the terms of this Contract may be withheld until the Provider complies with the requirements of this Contract, including submittal of all reports due from the Provider and the return of all Department-furnished property. Invoices for reimbursement, fees, and/or compensation for services or expenses must be submitted in sufficient detail to conduct a proper pre-audit and post-audit.

3. Travel

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

4. Options

The Department reserves the right to exercise one or more options (a. or b. below) in the event the Department's needs for programming change. The Department will allow the Provider thirty (30) days to assess any requested increased units of service or changes in services. If agreed upon by both parties, the Provider shall submit to the Department, in writing, an implementation plan to accommodate the proposed increased units of service or changes in services. Upon Department approval of the implementation plan, 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.

- a. Option for Increased Units of Service

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

- b. Option for Changes in Contract Services
The Department has the option to modify the Contract, including adding or reducing services and/or program capacity, and changing the restrictiveness level, gender type served in the program or location of the program during the Contract term. The optioned services shall be consistent with and/or enhance the original intent and purpose of the original Contract. The optioned services may not commence before execution of the amendment. Delivery of changed services shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.
5. Reduction of Invoice for Non-Delivery of Service
The Department may reduce the amount of the monthly payment after finding substantial evidence of the Provider's non-delivery of service(s) required by the Contract, preparing written findings substantiating the Provider's failure to perform, and notifying the Provider of the proposed reduction of the monthly payment, and providing an opportunity for discussion of the proposed reduction in payment. The amount of any reduction shall be based upon the costs of those services not performed during the payment period.
6. Supplemental Expenditure
The Department, at its option and without notice to the Provider, shall have the right to make any payment or expenditure the Provider failed to have made under the Contract, to ensure all contracted services will remain available to youth if the Provider fails to perform as required under this Contract. Such expenditures by the Department may include, but are not limited to, payment for repairs affecting life, health or safety of youth or staff, food and medical services, utilities, claims for which liens may be attached to the property, insurance premiums, and other supplementary goods or services. Any payment by the Department shall be without prejudice to any of the Department's rights or remedies under this Contract, at law, or in equity. All sums paid by the Department, including indirect costs incurred by the Department to bring the program into compliance with Contract requirements pursuant to this paragraph shall be immediately due and payable from the Provider. Such sums may be recovered by the Department by means of a reduction to a monthly invoice payment otherwise payable to the Provider under the Contract Payment Method. Recovery of the cost described above shall not relieve the Provider of the duty of full performance under the Contract. The Department will provide written notice after the fact to advise the Provider of why the decision was made, and any amount due to the Department from the Provider.
7. Staff Training Costs
 - a. All costs occurring from, or associated with, Department-required training necessary for performance under this Contract or otherwise required by federal or state law, rule, or Department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider, and as outlined in the Provider's awarded response to the Department's solicitation. Therefore, all training costs are included in the total cost of the services requested. The Department is not responsible for and, therefore, shall not reimburse any additional, itemized training costs, including but not limited to, software, licenses, travel and materials, incurred in the performance of this Contract other than the Compensation stated in Section III.
 - b. For CORE licenses, the Provider is responsible for annually reimbursing the Department for the cost of securing these licenses in the amount of \$35.00 per FTE position as found in the Provider's approved budget. Payment for these costs shall be made to the Department as specified in Attachment L, which may be found at <http://www.djj.state.fl.us/Providers/contracts/index.html> and are due

within one (1) month of the Contract start date and annually every year thereafter for the life of the Contract.

IV. LIABILITY

Indemnification

- A. Pursuant to section 768.28(11)(a), Florida Statutes, the Provider agrees it and any of its employees, agents or subcontractors are agents and not employees of the State while acting within the scope of their duties and responsibilities to be performed under this Contract. The Provider further agrees to indemnify the Department, upon notice of any liabilities caused by the Provider or its employees' or agents' negligent or tortious acts or omissions within the scope of their employment under this Contract up to the limits of sovereign immunity as set forth in Florida law. The Provider further agrees to defend the Department and hold it harmless, upon receipt of the Department's notice of claim of indemnification to the Provider, against all claims, suits, judgments, damages or liabilities, including court costs and attorneys' fees incurred by the Department because of the negligent or tortious acts of the Provider or its employees, agents or subcontractors.
- 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, Section X. B., of this Contract.

- A. Department Convenience
The Department may terminate this Contract, in whole or in part, without cause, for its convenience, and without additional cost to the Department, by giving no less than thirty (30) days written notice to the Provider.
- B. Provider Convenience
The Provider may terminate this Contract, without cause, for its convenience, by giving no less than ninety (90) days written notice to the Department, unless both parties mutually agree in writing to a different notice period. The Provider shall be operating in a state of compliance with the terms and conditions of the Contract at the time the notice is issued and shall remain compliant for the duration of the performance period. The Provider shall notice the Department's Contract Manager via the United States Post Office or delivery service that provides verification of delivery or hand delivery.
- C. Default
The Department may terminate this Contract, in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), Florida Administrative Code, upon written notice to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3) and (4), Florida Administrative Code. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost).
- D. Lack of Funding
In the event funding for this Contract becomes unavailable, the Department may terminate the Contract upon no less than fifteen (15) days written notice to the Provider.

VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

The Department has determined that this is a Vendor contract.

- A. MyFloridaMarketPlace Transaction Fee
 - 1. This Contract is Exempt from the My Florida Market Place Transaction Fee under Rule 60A-1.032(1)(e) Transactions with another Government Agency.

VII. RECORDS REQUIREMENTS

A. Record Retention

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five (5) years in accordance with chapters 119 and 257, Florida Statutes, and the Florida Department of State Record Retention Schedule located at <http://dhis.dos.state.fl.us/recordsmgmt>. The Provider shall maintain youth records, which are programmatic in nature in a secure location with access limited to duly authorized Department and Provider staff. Upon expiration of this Contract, the Provider shall return all youth records to the Department. The Provider shall ensure these records are available at all reasonable times to inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department. In the event any work is subcontracted, the Provider shall require each subcontractor to maintain and allow access to such records for audit purposes in the same manner. The Provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, Comptroller, or Auditor General access to such records upon request. The Provider shall ensure that all working papers are made available to the Department, or its designee, Comptroller, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

B. Transfer of Records

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

VIII. GENERAL TERMS & CONDITIONS

A. Incorporated By Reference

When applicable, the Department's Invitation to Bid, Request for Proposal or Invitation to Negotiate that results in this Contract and the Provider's bid, proposal or reply are incorporated herein by reference.

B. Order of Precedence

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

1. Contract document including any attachments, exhibits, and amendments;
2. The Request for Proposals, Invitations to Bid, Invitations to Negotiate, exhibits, and appendices, including any addenda;
3. Applicable Florida Statutes and Florida Administrative Code;
4. Department policy and manuals; and
5. The Provider's proposal, bid or reply as incorporated by reference.

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

C. Rights, Powers and Remedies

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

D. Third Party Rights

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

E. P.R.I.D.E

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in sections 946.515(2) and (4), Florida Statutes. For purposes of this Contract, the person,

firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

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

P.R.I.D.E.
12425 28th Street North, Suite 103
St. Petersburg, Florida 33716
Telephone (727) 572-1987
<http://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, procedures, or manuals shall be reduced to writing and shall be maintained in the Contract Manager's file.

G. Convicted Vendor List

A Vendor, person or affiliate who has been placed on the Florida Convicted Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Department pursuant to section 287.133, Florida Statutes.

H. Discriminatory Vendor List

In accordance with section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List:

1. May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and
2. May not transact business with any public entity.

I. Copyrights and Right to Data

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

J. Assignments and Subcontracts

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 be deemed in any event to provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Department may monitor

the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this Contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's review of subcontractor agreement(s) associated with this Contract award does not relieve the Provider of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.

K. Sponsorship

If the Provider is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Palm Beach County Criminal Justice Commission 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 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 nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes. For purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/respect

M. Force Majeure

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

N. Insurance

The Provider is self insured for all liability claims and related expenses pursuant to the provisions of Florida Statute 768.28. The Department's interests, as they may appear, will be protected under the provisions of Florida Statute 768.28.

O. Suspension of Work

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

P. Inspector General Requirements

1. Investigation

Pursuant to section 20.055, Florida Statutes, the Office of the Inspector General is responsible for providing direction for supervision and coordination of audits, investigations, and reviews relating to the programs and activities operated by or financed by the Department for the purpose of promoting economy and efficiency, and shall conduct investigations designed to detect, deter, prevent, and eradicate

fraud, waste, mismanagement, misconduct, and other abuses in its programs and activities. The Inspector General and staff shall have access to any records, data, and other information maintained by the Department or Provider as deemed necessary to carry out the aforementioned activities. The Provider will ensure that all Provider staff, and its subcontractors, fully cooperate with the Office of the Inspector General staff and/or other Department staff conducting audits, investigations, or reviews. The Provider shall, as directed by the Department, conduct Program Reviews of incidents reported to the Department. Program Reviews will be conducted by Provider staff certified by the Department as Program Review Specialists.

2. Incident Reporting

Pursuant to Rule 63f-11.001-006, Florida Administrative Code, Central Communications Center, the Provider shall comply with all Department incident reporting requirements. 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 within three (3) business days of the arrest. This procedure shall require the imposition of corrective action for noncompliance. Programs must comply with the reporting requirements as outlined in the Department's incident reporting policy.

3. Background Screening

The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Provider shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, Florida Statutes and the Department's background screening policy (FDJJ 1800 Revised 7/30/10 with corrections on 8/12/10). Failure to comply with the Department's background screening requirements may result in termination of the Contract.

Q. Monitoring

The Department will conduct periodic unannounced and 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. 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 any clients 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 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.

R. Confidentiality

1. Pursuant to section 985.04, Florida Statutes, all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of the Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep 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 of this paragraph shall survive the Contract.

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 April 14, 2000), if applicable under this Contract.

S. 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.

T. 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.

U. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Provider, by execution of this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with the Department by any federal department or agency, pursuant to 34 CFR, Part 85, Section 85.510. The Provider shall notify the Department if, at any time during this Contract, it or its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contract with the Department by any federal department or agency. The list of excluded entities is available at <http://www.epls.gov/>.

- V. 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 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.

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: Invoice
Exhibit 2: Contract Census Report
Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report

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
PALM BEACH COUNTY CRIMINAL
JUSTICE COMMISSION

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: _____ SIGNED BY: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

DATE _____ DATE: _____

VENDOR NUMBER: 59-6000785

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

ATTACHMENT 1 SERVICES TO BE PROVIDED

I. General Description

- A. Services to be Provided
The Provider shall design, develop, implement, and operate the Youth Alternative Care Program to provide a greater understanding of opportunities and teach personal skills and academics critical to youth under 18 years of age.
- B. General Description of Services
The program shall provide home detention monitoring services to eligible juveniles with a court order in Palm Beach County. A variety of services shall be available to each youth combining academic remediation, psychological evaluations, Interest Inventory/Career Explorations, support services, and comprehensive case management. In addition, the Provider shall provide additional services and support, as needed, utilizing community resources.
- C. Authority for Specific Contracted Program Services
Chapter 985.02 (8) Florida Statutes gives the Department of Juvenile Justice the authority to provide gender specific programming to youth awaiting judicial disposition. Gender specific programming refers to unique program models and services that comprehensively address the needs of a targeted gender group. Gender-specific programming focuses on the differences between young females' and young males' roles and responsibilities, positions in society, access to and use of resources, and social codes governing behavior.
- D. Service Limits.
The Provider shall keep available fifteen (15) program slots and shall track/monitor up to fifteen (15) youth residing in Circuit 15.
- E. Major Goal(s) of the Service
Operation of the program shall accomplish several major program goals, including, but not limited to the following:
1. Reduce risk factors to re-offend and make better decisions.
 2. Identify specific gender-based needs and develop strategies to meet those needs.
 3. Identify unmet needs and develop strategies to meet those needs.
 4. Create and maintain positive working relationships with relevant community-based agencies, including the mental health, medical, social service, criminal justice, and community stakeholders to ensure ancillary services are available for girls.
 5. Work collaboratively with the Department of Juvenile Justice to improve programs to prevent, interrupt, and reduce juvenile delinquency.
 6. Provide continued assistance to youth and families after judicial disposition and/or release from secure detention status.
 7. Develop strategies and implement programs to address the over-representation of minority youth in the juvenile justice system.

II. Youth to be Served

- A. General Description of Youth to be Served:
Youth to be served are pre-adjudicated youth up to 18 years of age residing in Circuit 15.
- B. Youth Eligibility
Youth are eligible to participate in the program if they are pre-adjudicated and the court has not decided on disposition.
- C. Youth Referral/Determination
Youth will be enrolled in the program after receiving a court order to participate.
- D. Limits on Youth to be Served
The program will serve youth up to 18 years of age who are court ordered to participate and have not received final disposition from the courts.

III. **Services to be Provided**

A. Service Tasks

The Provider shall provide program service tasks which, at a minimum, shall include the following:

1. Alternative Care Program Requirements

- a. The Provider shall provide an Alternative Care Program in Circuit 15 with fifteen (15) available slots for youth referred by court order to the program.
- b. Program services shall be provided for each youth referred until the youth has received adjudication, at which time services for the youth shall be terminated.
- c. The Provider's Juvenile Justice Case Worker (JJCW) shall track/monitor up to fifteen (15) youth at a time.
- d. Within 24 hours of the detention hearing or youth being placed in the Youth Alternative Care Program, the JJCW shall conduct a face to face interview with the youth, parent, and other pertinent persons to review and revise the Youth's Alternative Care Program (ACP) contract as needed. The youth's contract shall include a continuum of sanctions and a level of rewards weekly for compliance with program requirements.
- e. The signed ACP contract shall address compliance with the orders of the court and program requirements to include which violations will cause a youth to return to secure detention or loss of privileges.
- f. The Provider shall immediately seek an order to take the youth into custody should the youth violate the conditions of the contract that require a return to secure detention.
- g. The JJCW shall monitor youth by scheduled face-to-face meetings and indirect contact, such as phone calls, as well as follow up on an impromptu basis such as home visits, school visits, etc.
- h. During the first week of supervision, there shall be a minimum of five (5) face-to face contacts with the youth, parents, school officials, employers and other significant persons as follows:
 1. Five (5) with the youth including at least one contact after hours or on the weekend;
 2. Three (3) collateral contacts with others; and
 3. Daily phone calls from the youth to the JJCW.
- i. During the second week and all subsequent periods of supervision, there will be a minimum of three (3) face-to-face contacts as follows:
 1. Three (3) face-to-face contacts with the youth including at least one contact after hours or on weekends;
 2. Two (2) collateral contacts with significant others; and
 3. Daily phone calls from the youth to the JJCW.

2. Case Management

- a. Case management of each youth will be provided by the JJCW.
- b. An individual plan will be developed for each youth to address educational, employment, or other needs of the youth.
- c. The JJCW shall provide training or referrals for needed supportive services such as mobility training, emergency transportation, school supplies, food, emergency shelter, and bus passes. Referrals for community or leveraged supports shall include medical, psychological, or housing.
- d. When substance abuse, physical abuse, or mental health issues are identified, the JJCW will refer the youth to the appropriate center for guidance, counseling, and/or treatment.

3. Mentoring

- a. All enrolled youth will have the opportunity to enroll in a mentoring program identified by the Provider. Mentoring will offer guidance,

counseling, and modeling of appropriate behaviors, as well as assist youth with critical problem solving skills.

4. Tutoring

- a. Tutoring sessions shall be offered to all youth, facilitated by a certified teacher and/or youth trainer, to work on basic math and reading skills. A TABE locator test will be utilized for assessment purposes.
- b. Money management classes shall be offered to youth. Components of this curriculum shall include budgeting and how to manage saving and checking accounts.

B. Service Task Limits

Youth may only remain in the program in accordance with statutory time limits on detention status.

C. Staffing/Personnel

1. General Staffing:

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.

2. Program Staffing

The Provider shall provide the following staff to perform responsibilities as identified below in support of this contract:

Position	Responsibilities
Director of Youth Services	Design, Develop, and Implement all youth initiatives
Coordinator of Youth Alternative Care Program	Ensures that the program meets the set goals and expectations; supervision of program staff
Director of Accounting	Fiscal Oversight
Certified Teacher/Youth Trainer	Teach Academic enrichment and social skills to youth
Juvenile Justice Case Worker (JJCW)	(1 FTE) Track/Monitor youth, develop plans, track goals, and follow-up to assigned case load and provide support services and referrals as needed
Psychologist	Screen, test, and assess youth for mental health issues. Write reports based on information gathered.

3. Staffing Qualifications

All staff shall possess adequate education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines. In addition, staff shall meet the following qualifications for each position as identified below:

Position	Qualifications
Director of Youth Services	Bachelors Degree or 4 years experience working with youth
Coordinator of Youth Alternative Care Program	Bachelors Degree or 4 years experience working with youth
Director of Accounting	Bachelors Degree or 4 years experience in accounting
Certified Teacher/Youth Trainer	Certified to teach academic enrichment and social skills to youth

Juvenile Justice Case Worker (JJCW)	Bachelors Degree or 4 years experience working with youth
Psychologist	PHD Level, Licensed

1. **Provider Staffing Schedule and Vacancies**
 The Provider shall prepare and utilize a written back-up plan to ensure adequate qualified staff fill-in for Provider staff who may be absent from work (e.g., unexpected emergency, illness, or vacation) so that services to youth will not be canceled or rescheduled.
2. **Staffing Changes**
 Changes to the minimum number of staff and qualifications required in this Contract are not authorized. Staff changes shall be approved in writing by the Department's Contract Manager and Chief Probation Officer/designee.

D. Service Locations and Times

1. **Service Locations**
 The Provider shall maintain an office for services at 1715 Tiffany Drive East, West Palm Beach, Florida. At the Provider's identified location, youth files will be securely maintained and services shall occur during traditional and non-traditional hours. Any additional space where services are to be provided to youth shall be approved in writing by the Department's Contract Manager and Chief Probation Officer/designee.
2. **Service Times**
 Administrative services shall be performed Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m., E.S.T., excluding state holidays. Youth/Client/services shall be provided 7 days a week and shall be provided during the day and evening hours to accommodate the school schedules of the referred youth.
3. **Changes to Service Locations/Times**
 The Provider shall submit a request for written approval prior to any changes to the location of services or times for service delivery to the Department's Contract Manager. Approval must be obtained in writing from the Department, prior to any such changes.

E. Property

A. Non-Expendable Tangible Personal Property

1. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
 - a) Expenditure of funds provided by the Department under a cost-reimbursement contract;
 - b) Expenditure of funds provided by the Department as pre-operational; and/or
 - c) Expenditure of funds provided by the Department as operational expense dollars.
2. All state-furnished property acquired by the Provider through funding sources identified above, with a cost of \$1,000 or more and lasting more than one year, and hardback-covered bound books costing \$250 or more, shall be accounted for in accordance with chapter 10.300, Rules of the Auditor General. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted or determined surplus under the terms of this Contract, shall be returned to the Department upon Contract termination. Any replacements shall be in equal or greater value when returned to the Department.
3. Upon delivery of Department-furnished property to the Provider, the Provider assumes the risk and responsibility for its loss and damage.
4. All state-furnished property with a cost of \$100 or more, but less than \$1,000, shall be accounted for by the Provider using a system developed by the Provider and approved by the Department. The Provider's property accountability system shall contain, at a minimum: item number, item description, physical location of the

- property, serial or manufacturer's number, name, make or name of manufacturer, model year, date purchased, method of procurement, and condition of property. The system shall be designed to reflect any changes to the status of property such as condition or disposition. All such property shall be either returned to the Department upon Contract termination or disposed of as instructed by the Department. Any replacements shall be of equal or greater value when returned to the Department.
5. The Provider shall submit to the Contract Manager, on a quarterly basis, a listing of all items purchased that quarter under the Contract. The listing shall include a statement as to whether the items were purchased with Department or Provider funds, and include supporting documentation of funds used.
 6. The Provider shall not dispose of state-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
 7. The Provider shall not use any state-furnished property for any purpose except the delivery of services identified in this Contract.
 8. The Provider shall submit a final inventory report for approval by the Department at conclusion of the Contract.
 9. The Provider shall submit an annual joint inventory report of all state-furnished property and all Provider-owned property located at the facility to the Contract Manager.
 10. The Provider shall report annually to the Contract Manager an inventory of all state-titled vehicles or other vehicles purchased with state funds. The Provider shall maintain a monthly vehicle log for each vehicle and submit the completed log to the Contract Manager by the 5th day of each month. When utilizing state-furnished vehicles, the Provider shall comply with the Department's Vehicle Operations Policy and Fleet Management Manual. The Department has furnished the Department-furnished tangible personal property identified in Exhibit 5 for use with this Contract.
 11. The Department finds it necessary to purchase property through the Provider as opposed to direct acquisition for the following reason(s):
 - a) The property is solely intended for use by the Provider in the delivery of the contracted services or the same or different Providers under subsequent continuing Contracts intend continued use of this property throughout its useful life. It is not intended for direct use by Department staff;
 - b) The property is critical to the delivery of the contracted services and the Department more appropriately identifies the cost as a Contract cost rather than Operating Capital Outlay; and
 - c) Direct purchase by the Provider is more efficient than Department purchase, which would include additional costs for storage, delivery, retrieval, disposal, etc.

IV. Deliverables

A. Service Units

The service unit for this Contract is an available program slot: An available program slot is defined as a slot available for a youth referred to the ACP program by court order for services as specified in this Contract. The Provider shall ensure there are, at all times, fifteen (15) available program slots. A slot may be filled or unfilled based on court orders.

B. Reports

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. (The type, frequency, content, format of reports required and the party to receive the report; deadline for report submission, number of copies to be delivered, delivery method; and the Department representative to receive.)

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:

Becky Walker
Palm Beach Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401
Telephone: (561) 355-4941
E-mail: BWalker@pbcgov.org

Sharon Shore, Contract Manager
Department of Juvenile Justice
4801 South University Drive, Suite 3080
Davie, Florida 33328
Telephone: (954) 680-4141
E-mail: Sharon.Shore@djj.state.fl.us

After execution of this Contract, any changes in the information contained in this section will be provided to the other party in writing and shall be sent by United States Postal Service or other delivery service with proof of delivery. A copy of the written notification shall be maintained in the official Contract record. All notices required by this Contract or other communication regarding this Contract shall be sent by United States Postal Service or other delivery service with proof of delivery.

1. Invoice

A properly prepared invoice shall be submitted directly to the Contract Manager within ten (10) business days following the end of the month for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, Florida Statutes and any interest due shall be paid pursuant to section 55.03(1), Florida Statutes. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 800-848-3792.

2. Youth Census Report

A complete list of youth 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 Census Report shall include the youth name, juvenile justice identification number, date(s) of service, and the service required by the Contract that was provided.

3. Proof of Insurance

A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in this Contract.

4. 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.

5. 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.
6. 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.
7. Certified Minority Business Enterprise (CMBE)
 The Provider shall submit to the Contract Manager, along with each monthly invoice, a copy of Exhibit 4, Florida MBE Utilization Report – available at: <http://www.djj.state.fl.us/providers/contracts/index.html>, listing all payments made for supplies and services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.
8. Information Resource Request (IRR)
 The Provider shall receive written approval from the Department prior to the purchase of Information Resource Request (IRR) components used in the performance of contractual obligations under this Contract when the cumulative total cost is equal to or greater than five hundred dollars (\$500.00). The Provider shall secure written approval by means of a Department IRR form before the purchase of information technology components. The Contract Manager will serve as the liaison between the Provider and the Department's Management Information System (MIS) bureau during the completion of the IRR process. The IRR form is available in the Department's Forms Library. The use of contract funds for the purchase of IRR components must be approved by the contract manager as appropriate and allowable under the terms of the Contract.
9. Continuity of Operations Plan (COOP)
 Prior to the delivery of service, the Provider shall submit a COOP, which provides for the continuity of Contract services in the event of a manmade/natural disaster/emergency. The Department approved Plan format can be found on the Department's website. Additional information can be found in FDJJ 1050, Continuity of Operations Plans.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO
Invoice	Monthly	10 th day of the following reporting month	Contract Manager
Youth Census Report	Monthly	10 th day of the following reporting month	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution	Upon execution	Contract Manager

Staff Vacancy Report	Monthly	10 th day of the following reporting month	Contract Manager
CMBE Utilization Report	Monthly	10 th day of the following reporting month	Contract Manager
Information Resource Request (IRR)	Prior to the purchase of information technology soft/hardware		Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to the delivery of services and July 1	Contract Manager

C. **Report Receipt and Documentation**

The Provider shall submit written reports with all required documentation within the timeframes 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 Contract Manager will approve or reject deliverables and reports.

VIII. **Performance Measures**

A. **Performance Measures**

At a minimum, the following performance measures shall be met by the Provider:

1. 85% of youth that are referred by the court will successfully complete the program. (Program completion is defined as compliance with the term of the youth's Alternative Care Program contract or termination from the program upon adjudication.)
2. 75% of youth will be referred to community services for follow-up upon completion of the program

B. **Outcome Evaluation**

1. The Provider, throughout the term of the Contract, shall document compliance with required service tasks and performance and provide documentation of data for inspection upon request.
2. The Department will conduct outcome evaluations and recidivism studies concentrating on the re-offending and re-adjudication of juveniles who complete the Alternative Care Program.
3. The evaluation will use the process and outcome data collected throughout the duration of the contract to determine the effectiveness of the services.
4. The results may be used in evaluation of the service needs or the Provider's performance when considering future contract renewals and funding.

5.



EXHIBIT 1
FLORIDA DEPARTMENT OF JUVENILE JUSTICE
INVOICE FOR FIXED PRICE OR FIXED FEE CONTRACT/GRANT

SECTION I:

Provider (Payee) Name:		Contract/Grant No.:	
Remittance Address:		Invoice Number: #	
Program Name:		Invoice Date:	
Service Address:		Service Period:	

SECTION II:

A	B	C	D	E
Unit of Service or Description	Total Number of Units	Total Number of Days	Unit Costs	Total Costs
Payment Amount Requested				

SECTION III:

CERTIFICATION

I certify that the expenditures incurred under this contract/grant are for commodities or services, which are reasonable, necessary, allowable and allocable, and the expenditures directly relate to the purpose of the contract/grant.
 I certify that the services this individual or entity have provided services in accordance with the terms and conditions specified in the contract/grant.
 I certify that this individual or entity, in accordance with the terms and conditions specified in the contract/grant, maintains any documents and proof of payment supporting the expenditures.

Signature of Provider Agency Official	Type or Print Name & Title	Telephone & Ext.	Date
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SECTION IV:

FOR DEPARTMENT USE ONLY

Date Invoice Was Received	Date Goods Or Services Were Received	Date Goods Or Services Were Inspected And Approved	SIGNATURE Of Person Approving Invoice For Payment	PRINT Name Of Person Approving Invoice	Telephone	Signature Date	
Org Code	Exp Option	Object Code	Amount	Org Code	Exp Option	Object Code	Amount
1.			\$	4.			\$
2.			\$	5.			\$
3.			\$	6.			\$

CONTRACT CENSUS REPORT
 EXHIBIT 2

PROGRAM NAME: _____ CONTRACT NO.: _____ FOR THE MONTH OF: _____

CLIENT NAME	CLIENT ID NUMBER	DAYS OF THE MONTH																															CLIENT DAYS
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
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18.																																	
19.																																	
20.																																	
21.																																	
22.																																	
																																	TOTAL CLIENT SERVICE DAYS

PLACE AN "X" FOR EACH DAY THE YOUTH IS IN THE PROGRAM AND/OR RECEIVING SERVICES.
 NO. OF DAYS = OTHER (O) _____
 NO. OF DAYS = HOUSING (H) _____

 SIGNATURE OF PROVIDER AGENCY OFFICIAL

 Title

 Date

EXHIBIT 3
FLORIDA MBE UTILIZATION REPORT

CONTRACT #: _____ CONTRACT MANAGER: _____

REGION: _____ CIRCUIT: _____ LOCATION (COUNTY): _____

PROGRAM NAME: _____

PROVIDER NAME: _____ INVOICE MONTH: _____

ADDRESS: _____ INVOICE AMOUNT: _____

TELEPHONE: _____ CONTRACT AMOUNT: _____ (ANNUAL) BUSINESS CLASSIFICATION CODE _____

** (ENTER CODES H through R FROM SCHEDULE BELOW, AND FILL IN LINES 1 through 5 IN THE SUBCONTRACTOR TABLE)

Business Classification

- A - Non Minority
- B - Small Bus (State)*
- C - Small Bus (Federal)
- E - Government Agency (local)
- G - P.R.I.D.E. M - Non Minority Women
(Formerly American Women)

Certified MBE**

- H - African American
- I - Hispanic
- J - Asian/Hawaiian
- K - Native American
- R - Non Minority Women
(Formerly American Women)

Non Certified MBE**

- N - African American
- O - Hispanic
- P - Asian/Hawaiian
- Q - Native American

Non Profit Organization

- S - 51% or more Minority
- T - 51% or more Minority
Workforce

INSTRUCTIONS

PROVIDER: Complete this form monthly and submit along with your regular invoice to ensure prompt payment.

CONTRACT MANAGER: Forward this form along with invoice to Finance and Accounting.

(*Defined as 200 employees or less, \$5 million or less net worth and domiciled in Florida)

	ENTER MBE SUBCONTRACTOR NAME	SPURS, SSAN, OR FEID VENDOR #	CMBE/ MBE CODE (H-R)	SUBCONTRACTED PLAN AMT.	AMT. PAID TO MBE SUBCONTRACTOR IN THE CURRENT MONTH	SUBCONTRACT PLAN BALANCE
1						
2						
3						
4						

PROVIDER CERTIFICATION: I certify that the above information is true and correct to the best of my knowledge.

PROVIDER SIGNATURE: _____ TITLE _____

PRINT NAME: _____ DATE: _____



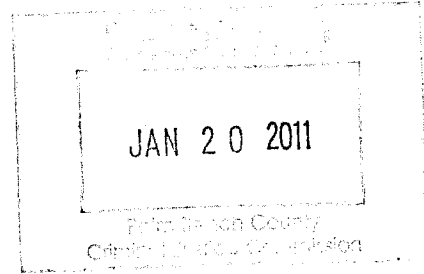
Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, Governor
Pam Bondi, Attorney General
Jeff Atwater, Chief Financial Officer
Adam Putnam, Commissioner of Agriculture

JAN 11 2011



The Honorable Burt Aaronson
Chairman
Palm Beach County Board of Commissioners
301 North Olive Avenue
Suite 1201
West Palm Beach, FL 33401

Re: Contract No. 2011-JAGC-PALM-5-B2-262

Dear Chairman Aaronson:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 48,151.00 for the project entitled, GULFSTREAM GOODWILL INDUSTRIES (GGI) YOUTH ALTERNATIVE CARE PROGRAM. These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Your attention is directed to the Standard Conditions of the subgrant. Changes were made and an addendum was added to these conditions after your application was received in this office. Therefore, the Standard Conditions and the Addendum should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

Committed to
Service • Integrity • Respect • Quality

Attachment # 4

The Honorable Burt Aaronson
Page Two

We look forward to working with you on this project. If we can be of further assistance,
please contact Janice Parish at 850/617-1250.

Sincerely,


Clayton H. Wilder
Administrator

CHW/JP/ps

Enclosures

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made as of the First day of March, 2011, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and GULF STREAM GOODWILL INDUSTRIES INC., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the SERVICE PROVIDER, whose Federal I.D. is 59-1197040.

In consideration of the mutual promises contained herein, the COUNTY and the SERVICE PROVIDER agree as follows:

ARTICLE 1 - SERVICES

The SERVICE PROVIDER's responsibility under this Contract is to provide home detention monitoring services to juveniles in Palm Beach County, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Arlene Burton, telephone number (561) 355-2135.

The SERVICE PROVIDER's representative/liaison during the performance of this Contract shall be Elise Johansen, telephone number (561) 848-7200 extension 2251.

ARTICLE 2 - SCHEDULE

The SERVICE PROVIDER shall commence services on March 1, 2011 and complete all services by August 31, 2011.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Sixty-One Thousand Dollars (\$61,000.00). The SERVICE PROVIDER shall notify the COUNTY'S representative in writing when 90% of the "not to exceed amount" has been reached. The SERVICE PROVIDER will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the SERVICE PROVIDER pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses are not permissible under this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the SERVICE PROVIDER will clearly state "final invoice" on the SERVICE PROVIDER'S final/last billing to the COUNTY. This shall constitute the SERVICE PROVIDER'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the SERVICE PROVIDER.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the SERVICE PROVIDER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the SERVICE PROVIDER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the SERVICE PROVIDER upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the SERVICE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the SERVICE PROVIDER shall:

- A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The SERVICE PROVIDER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the SERVICE PROVIDER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the SERVICE PROVIDER'S key personnel, as may be listed in Exhibit "B", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The SERVICE PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the SERVICE PROVIDER'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The SERVICE PROVIDER is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the SERVICE PROVIDER uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the SERVICE PROVIDER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The SERVICE PROVIDER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The SERVICE PROVIDER understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The SERVICE PROVIDER shall provide the COUNTY with a copy of the SERVICE PROVIDER's contract with any SBE subcontractor or any other related documentation upon request.

The SERVICE PROVIDER understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The SERVICE PROVIDER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The SERVICE PROVIDER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The SERVICE PROVIDER agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the SERVICE PROVIDER. The SERVICE PROVIDER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SERVICE PROVIDER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The SERVICE PROVIDER shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. The SERVICE PROVIDER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The SERVICE PROVIDER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by the SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the SERVICE PROVIDER under the Contract.
- B. **Commercial General Liability** The SERVICE PROVIDER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** The SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event the SERVICE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing the SERVICE PROVIDER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** The SERVICE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- E. **Professional Liability** The SERVICE PROVIDER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of the SERVICE PROVIDER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the SERVICE PROVIDER shall

maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, the SERVICE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. The SERVICE PROVIDER shall provide this coverage on a primary basis.

- F. **Additional Insured** The SERVICE PROVIDER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The SERVICE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** The SERVICE PROVIDER hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the SERVICE PROVIDER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the SERVICE PROVIDER enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, the SERVICE PROVIDER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

- I. **Umbrella or Excess Liability** If necessary, the SERVICE PROVIDER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

The SERVICE PROVIDER shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the SERVICE PROVIDER.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the SERVICE PROVIDER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the SERVICE PROVIDER shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the SERVICE PROVIDER.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of

any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The SERVICE PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The SERVICE PROVIDER further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SERVICE PROVIDER shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the SERVICE PROVIDER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SERVICE PROVIDER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SERVICE PROVIDER. The COUNTY agrees to notify the SERVICE PROVIDER of its opinion by certified mail within thirty (30) days of receipt of notification by the SERVICE PROVIDER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SERVICE PROVIDER, the COUNTY shall so state in the notification and the SERVICE PROVIDER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the SERVICE PROVIDER under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The SERVICE PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the SERVICE PROVIDER'S or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the SERVICE PROVIDER'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SERVICE PROVIDER'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The SERVICE PROVIDER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The SERVICE PROVIDER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The SERVICE PROVIDER shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the SERVICE PROVIDER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The SERVICE PROVIDER is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the SERVICE PROVIDER'S sole direction, supervision, and control. The SERVICE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SERVICE PROVIDER's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The SERVICE PROVIDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - FLORIDA DEPARTMENT OF LAW ENFORCEMENT, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

The SERVICE PROVIDER agrees to be bound by the requirements of the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG) Standard Conditions as outlined in the attachment (Exhibit "C") and the attachment is incorporated by reference and made a part of this Contract.

ARTICLE 21 - PROGRAMMATIC REQUIREMENTS

The SERVICE PROVIDER agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. Allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor the SERVICE PROVIDER to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit "A", are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funding entity's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The SERVICE PROVIDER shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the Criminal

Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- E. To support programmatic monitoring and evaluation, the SERVICE PROVIDER will complete and submit a "logic model form" that will identify the SERVICE PROVIDER'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the Contract is in effect. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the SERVICE PROVIDER complete the "logic model form".
- F. The SERVICE PROVIDER will reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to have been misused or misspent.
- G. The SERVICE PROVIDER will submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects The SERVICE PROVIDER'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.
- H. Submit a Monthly Demographic Report based on the clients served by the County funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.

ARTICLE 22 - ACCESS AND AUDITS

The SERVICE PROVIDER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SERVICE PROVIDER'S place of business.

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds

shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

ARTICLE 23 - NONDISCRIMINATION

The SERVICE PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

ARTICLE 24 - AUTHORITY TO PRACTICE

The SERVICE PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 25 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 26 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, GULFSTREAM GOODWILL INDUSTRIES, Inc. certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 27 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SERVICE PROVIDER of the COUNTY'S notification of a contemplated change, the SERVICE PROVIDER shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the

contemplated change shall affect the SERVICE PROVIDER'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the SERVICE PROVIDER shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the SERVICE PROVIDER shall not commence work on any such change until such written amendment is signed by the SERVICE PROVIDER and approved and executed on behalf of Palm Beach County.

ARTICLE 28 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

With copy to:

ATTN: Gentry Benjamin
Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, Florida 33401

If sent to the SERVICE PROVIDER, notices shall be addressed to:

Elise Johansen, Director of Youth Enrichment Services
Gulfstream Goodwill Industries, Inc.
1715 Tiffany Drive East
West Palm Beach, Florida 33407

ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the SERVICE PROVIDER agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27- Modifications of Work.

ARTICLE 30 - CRIMINAL HISTORY RECORDS CHECK

The PROVIDER shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if SERVICE PROVIDER'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The SERVICE PROVIDER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

The SERVICE PROVIDER shall conduct a Criminal History Records Check including fingerprinting for all SERVICE PROVIDER employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

ARTICLE 31 - REGULATIONS; LICENSING REQUIREMENTS:

The PROVIDER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The PROVIDER is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and the SERVICE PROVIDER has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:**

By: _____
Deputy Clerk

By: _____
Karen Marcus, Chair

Gulfstream Goodwill Industries, Inc.

By: *Maxim A. Janek*
Executive Director

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Michael L. Rodriguez
Executive Director

Youth Alternative Care Program Proposal Narrative

I. Service and Approach

1. Description of Youth Alternative Care Program:

Gulfstream Goodwill Industries (GGI) will provide home detention monitoring services to eligible juveniles with a court order in secured juvenile detention. This program is designed with the hopes of reducing the costs to Palm Beach County for the detention of juveniles by monitoring up to 15 youth at a time and will offer to link youth and their families with community supports. GGI proposes to offer a variety of services to each youth, combining academic remediation, psychological evaluations, Interest Inventory/Career Explorations, support services and comprehensive case management. These services also include TABE testing, basic math and reading remediation, psychological testing and learning disability screening, and reintegration support through comprehensive case management. Youth and their Juvenile Justice Case Worker (JJCW) can work on areas such as: time and money management, resume creation and initiating personal development plans in which the youth will work on their personal goals. This program provides opportunities to acquire new skills and experience success that will enhance the self-esteem and motivation of each participant.

- The JJCW will track/monitor up to 15 youth at a time. The JJCW shall establish and maintain an up to date contract for each youth admitted to the program. Within 24 hours of the detention hearing/being placed on Youth Alternative Care Program, the JJCW shall conduct a face-to-face interview with the youth, parent and other pertinent persons to review and revise the contract as needed. The signed contract shall address compliance with the orders of the court and the program requirements. Youth will have to comply with specifics of the courts and these will accompany the contract that the youth and their parent/guardian will sign. GGI agrees to immediately seek an order to take into custody if the youth violates the conditions of the contract. GGI understands and agrees that ensuring compliance with the contract by the youth is essential to the integrity of the program accountability of the youth and the protection of the public. The JJCW will monitor youth by scheduled face-to-face meetings and indirect contact, such as phone calls, as well as follow up of juveniles on an impromptu basis such as home visits, school visits, etc. Minimum of 5 face to face, direct, or indirect contacts will be made for the first 3 weeks with a minimum of 3 for the duration.
- Case Management will be offered to each youth and, if agreed to, will be provided by the JJCW. An individual plan with goals will be developed for the youth which may guide their experience through the program. The JJCW will work with and monitor the juveniles who would otherwise be in a secured detention facility, as referred to us by court order. Youths' individual JJCW will offer to provide training or referrals for needed supportive services such as mobility training, emergency transportation, school supplies, food, emergency shelter and bus passes. Referrals for community or leveraged supports may include medical, psychological or housing. Participants may work on behavioral and personal issues that can act as barriers to their success. Helping youth to understand and overcome these barriers will reduce their need for services later in life. When substance abuse, physical abuse or mental health issues are identified, the JJCW

will refer the individual to the appropriate center for guidance and counseling and/or treatment. GGI maintains a working relationship with The Oakwood Mental Health Center, South County Mental Health Center, DATA and CARP. Additional community linkages will be made on an individual basis to best serve the individual student.

- All enrolled youth will have the opportunity to enroll as mentees in the GoodGuides™ Mentoring Program and will be matched with a mentor. Mentoring has proven to be instrumental in motivating students to stay in school. Mentoring also offers guidance, counseling and modeling of appropriate behaviors as well as assisting youth with critical problem solving.
 - Tutoring sessions will be offered for all youth, facilitated by a certified teacher and/or a Youth Trainer, to work on basic math and reading skills. A TABE Locator test will be utilized for assessment purposes.
 - Money Management classes for youth will be offered. Components of this curriculum will include budgeting, saving, and checking account skills.
- 2. Describe how the proposed youth enrichment activities will link to academic improvements, educational options for completion of high school, career pathways, advanced training, and/or post secondary opportunities.**

In order to reduce recidivism, GGI's proposed Youth Alternative Care Program is designed to support a greater understanding of opportunities and teach personal skills and academics critical for youth under 18 years old. Exposure to community supports, specialized life skills and basic academic training, will present program participants with opportunities that raise awareness of educational and career pathways that they may never have considered. Program activities are designed to encourage dialogue about how one enters a career and the educational and training requirements necessary to reach career goals.

- 3. Describe the collaborative partnership you will use to implement the program. Include leveraged resources and specific roles and responsibilities of each partner.**

In our Agency Vision Statements, we state that we will be recognized as a community leader and partner, communicating closely and networking with key community groups to respond to ever changing social problems and ensure wide use of community resources. Working towards this goal, GGI has developed many innovative partnerships with public and private entities including businesses, federal, state and local human service agencies and schools. It is our philosophy that collaboration plays a pivotal role in ensuring the delivery of comprehensive services, meeting individual needs and fostering a community that grows together. Youth Alternative Care Program staff will assist youth in accessing community support if needed. Some examples are listed below:

- Vocational Rehabilitation
- Indian Ridge School
- Palm Beach County School District
- Children's Medical Services
- Transition To Life Academy
- Vita Nova
- Villages of Hope
- Places of Hope
- Believer's Academy
- Work Force Alliance
- Northwood Youth Empowerment Center
- Public Defenders for Juveniles
- Compass
- Depart. Of Health-Brain and Spinal Cord
- Legal Aid Society
- Children's Home Society

GGI maintains strong relationships with area service providers who can step-in to provide needed services as appropriate in the areas of food, clothing, housing, medical, services and more. Because of our wide array of youth programming, GGI is uniquely positioned to leverage internal services for the purpose of meeting the needs of individual participants. Good examples are the provision of mentoring services, charter school, and access to social security benefits planning on-site expertise as needed. Our established relationships with our referring partners and understanding of their processes enable us to make referrals to their services as appropriate.

4. Detail the program's staffing and explain how the program will be managed and supervised locally.

The roles and responsibilities of staff are detailed in the table below. When the hiring of new staff is necessary it is done in accordance with established GGI Human Resources policy. Announcements are always posted internally first and then advertised through the One Stop System, Colleges and Universities, Internet Postings, and throughout our collaborative network. Interviews are conducted by a minimum of two relevant staff members with pre-planned questions that include real-life scenarios. Hiring decisions are based on background experience, interview question responses, and vocational and computer application testing as appropriate. Job Descriptions follow this narrative.

Position	Major Role
Director of Youth Services	Design, Develop, Implement and Oversee all youth initiatives.
Coordinator of Youth Alternative Care Program	Ensures that the program meets the set goals and expectations, supervision of program staff.
Director of Accounting	Fiscal Oversight
Certified	Teach academic enrichment and social skills to youth.

Teacher/Youth Trainer	
Juvenile Justice Case Worker	(1 FTE) Track/Monitor youth, develop plan, track goals, and follow-up to assigned case load and provide support services and referrals as needed.
Psychologist	Screen, test and assess youth. Write reports based on information gathered.

II. Demonstrated Ability

1. Describe previous or current programs and services provided including youth life skills development, career exploration, academic enrichment, youth pregnancy prevention and intervention initiatives. Quantify these services by citing number of youth served and specific performance outcomes.

Gulfstream Goodwill Industries' (GGI) Youth Enrichment Services (YES) serves youth with disabilities and youth at risk in a variety of innovative and highly successful programs as follows:

- We are currently in our third 5-year contract period with The Palm Beach County School District's Exceptional Student Education Department. This In-School Youth program collaboration provides participants, referred by the school system, the opportunity to obtain their Option 2 diplomas and gain work readiness and life skills through both paid on-the-job training experiences and work adjustment training. Current enrollment in the program is 10, which has historically been the average enrollment per school year. Our program is meeting 100% of our referral goals which are: graduate from Work Adjustment Training and/or obtain and successfully complete a 90-day on the job training experience.
- GGI is a current on-going partner with Workforce Alliance in the provision of services to Out of School Youth with disabilities. The OSY Program includes adult mentoring, classes and curriculum on work readiness, work training and apprenticeship opportunities, job shadowing, resume building, mock interviews, work place communication, dressing for success, academic remediation facilitated by a certified teacher (including individual and group tutoring sessions on basic skills and GED prep), providing the opportunity to earn a nationally recognized credential in CPR/First Aid, and HIV/STD prevention, pregnancy and alcohol/drug abuse prevention classes, life skills training, computer classes (Word, Excel, PowerPoint, Outlook, Internet, cover letter writing), art classes (animation, claymation, videography), and cooking and meal preparation. The OSY Program will serve 30 youth this contract year, including the provision of follow-up services such as job search and leadership development. GGI has historically met or exceeded performance goals and are trending to achieve 100% in this contract year for enrollment and positive exits (employment, post-secondary school, advanced training or a nationally recognized credential).
- The GoodGuides™ Mentoring Program helps teens finish school and transition into productive careers through the guidance of trusted adults. The overall goal of the Goodwill GoodGuides program is to help youth build career plans and skills, and prepare for school completion, post-secondary training and productive work by providing

structured and supportive relationships with trusted adult mentors. The program targets youth between the ages of 12 and 17 who are at-risk for dropping out of school, facing legal troubles, or are at risk for delinquency due to issues such as abuse, disability, drug or alcohol dependence, or gang membership. The GoodGuides™ Program will serve a minimum of 100 youth over two years with the goal of matching each youth with an adult mentor and/or facilitating small group mentoring relationships.

- GGI received a charter from the PBC School Board in 2004 to open The Gulfstream Goodwill Academy. Today the Transition to Life Academy is a Charter School serving youth with developmental disabilities. The school emphasis is on life skills and work readiness training with paid competitive employment in a variety of jobs in our community woven into the curriculum. The Transition to Life Academy serves an average of 75 students per school year. According to the Social Security Administration 80% of students on SSI who graduate from High School without a job will remain on SSI benefits for life. The goal of the Charter School is to ensure that students graduate with employment. This year's goal is 50% and will be met. Next year's goal has already been increased to 75%.
- Project Search is a unique partnership between Bethesda Medical Center and The Transitions to Life Academy which enables students to work in varied jobs throughout the hospital (operating room, human resources, patient transportation, cafeteria, maintenance and more). The students have the opportunity to rotate and try up to four jobs during the school year.
- GGI is in our sixth year of collaboration with the Able Trust and Vocational Rehabilitation in the provision of services through the High School High Tech (HS/HT) program. The goals of HS/HT are to provide high school students with disabilities exposure to, exploration of and experience with High Tech jobs, and to introduce them to post-secondary educational opportunities that would train them for these careers. The GGI HS/HT places a high value on a self-advocate approach to all activities in our environment. To this end we utilize components of the evidence-based "*Standing Up for Me*" curriculum. There are also numerous opportunities for students to become leaders and mentors among their peers. GGI has and will continue to encourage participation in Disability Mentoring Day and we have many contacts with individuals with disabilities who are enjoying successful and fulfilling careers who share their stories with our students. GGI serves 30 youth per year in HS/HT.

2. Describe the proposer's history of meeting contract performance goals.

GGI maintains an excellent record as a contractor which is evident through our long-term relationships and repeated contract renewals and program expansions with our funding partners. As a long-term partner with Workforce Alliance on numerous on-going and special projects. GGI has always maintained a very favorable record.

The GoodGuides™ Mentoring Program kicked-off Jan. 11, 2010. We are trending to meet outcomes of serving 100 youth at risk for a minimum of one-year within the next two years, as well as recruiting, training and retaining mentors.

The Palm Beach County School Board program goals of completing work readiness training and/or a successful 90-day OJT experience has been met at 100% throughout our 11 years of service to the district.

GGI performed at a high level during our former In-School Youth programming for Workforce Alliance achieving 100% on our enrollment, maintenance, basic skills, and exiting with positive outcome program goals.

3. Cite and describe the best practices, if any, which are the foundation for your services design and approach.

GGI is accredited by CARF (Commission on Accreditation of Rehabilitation Facilities) and has been awarded a three-year accreditation. This is the highest achievement obtainable through CARF. Quotes from our surveyors included: "The most entrepreneurial organization I have seen in my 26 years as a CARF surveyor" and "... has developed an extremely effective and efficient organization." As a CARF accredited organization we employ a Person Centered Planning (PCP) methodology to all service activities. PCP supports a strong collaboration between participant and service provider staff. All plans, goals and steps to achievement are developed collaboratively and involve a comprehensive dialogue and review of testing results as appropriate in order to carefully consider personal assets and barriers as well as aptitudes, abilities and desires of program participants. Goals and steps to achievement are established to promote success in the areas important to the individual and are formally reviewed once per month to document successes, check for relevancy, and make changes as needed.

GGI's internal Quality Assurance (QA) process consists of Case File Management Training, monthly case file peer review, random reviews conducted by our case file management/intake specialist, and surveys of all stakeholders at various points throughout participant program enrollment. A comprehensive QA report by program area is compiled and reviewed by the GGI Board of Directors annually and results are included in our annual report to the community.

4. Describe your ability and experience with managing administrative oversight and reporting in a timely manner.

Gulfstream Goodwill Industries, Inc. (GGI) is a community-based not-for-profit organization. The agency was founded in 1966, and is a member of Goodwill Industries International (founded in 1902). In order to meet our mission to assist individuals with disabilities and disadvantages to become self-sufficient members of our community, we provide Outreach and Recruitment, Case Management, Vocational Assessment, Academic Enrichment, Work Readiness Training including On the Job Training, Apprenticeship and Internship, Life Skills Training, Job Placement, Job Coaching, Supported Employment, Charter Schools, Brain Injury Rehabilitation, Deaf Services, Offender Re-entry Services, Assistive Technology, ADA Consultation, Benefits Planning Assistance and Outreach, and Homeless Residential Transitional and Permanent Housing Services.

In the last two years GGI provided services to over 10,000 individuals including youth at risk and youth with disabilities. We have an annual budget of over \$34,000,000, and employ over 800 people.

GGI is an expert in the provision of quality youth services in Palm Beach County and is a current partner and contractor for the Workforce Alliance through which we deliver innovative and cost effective programming to youth who meet WIA guideline eligibility. GGI has a favorable record over 10 years as a contractor for Workforce Alliance as well as our other funding partners. We are regularly audited both fiscally and programmatically by our funders and maintain a record of contract renewals based upon the outcomes of these audits and regularly monthly reviews. GGI submits monthly outcomes reports and invoices to each funder based on the guidelines outlined in the individual contracts. Current contracts include but are not limited to:

Funding Sources / Grants / Contracts

US Department of Justice At Risk Youth Mentoring Program
 The Able Trust High School High Tech Program
 School Board of Palm Beach County In School Youth Work Readiness
 School Board of PB County – GGI Transition to Life Charter Academy
 Agency for Persons with Disabilities, Developmental Services
 Division of Vocational Rehabilitation for Employment Services
 Division of Vocational Rehabilitation for Supported Employment
 Department of Housing and Urban Development Homeless Residential Services, Permanent Housing
 Palm Beach County Division of Human Services – Homeless Transitional Housing
 Palm Beach County Department of Community Services – Employment Services for Homeless Individuals
 Palm Beach County Community Action Program – Employment Services for Low Income Individuals.
 The United Way – Job Coaching and Benefits Planning
 Ability One and The Army Corp of Engineers – Maintenance of all grounds around Lake Okeechobee.
 Florida Developmental Disabilities Council – FIT Club
 BrAlve Fund – Housing and support services for soldiers returning from Iraq and Afghanistan with Brain Injuries and Post Traumatic Stress Disorder
 Work Force Alliance PB County

GGI utilizes these measures to ensure operational controls and adherence to budget:

- Fully computerized cost/fund accounting system.
- Annual operating and capital budgets; prepared by program managers who are held accountable to financial standards.
- Written and enforced financial, accounting and administration policies and procedures.
- Monthly and year to date financial reports to board of directors.
- Annual operating and capital budgets approved by board of directors and actively ongoing monitoring by finance committee of the board.
- Centralized purchasing department; bid process, bulk purchasing, stern

negotiations.

- Expense reimbursement according to IRS.
- Written guidelines; investment policies and procedures.
- Fiscal accountability from Program Managers to Directors to Vice Presidents to the President and to the Board of Directors.
- Extensive values and ethics program in place.
- Competent and credentialed fiscal and program staff.
- Intensive fiscal training for program staff and subsequent teamwork between program and accounting staff.

Budget CJC- 2nd 6 month budget

\$13.00 \$13,520.00 Juv. Justice Case Worker (1 FTE-maximum case load of 15)

\$13,520.00 Total Full Time Non-Exempt Salaries

\$53.00 \$10,600.00 Psychologist (2 hrs per day X 100 days)

\$20.00 \$4,000.00 Teacher (2 hr per day X 100 days)

\$14,600.00 Total Part Time Non-Exempt Salaries

\$15.86 \$16,494.40 Program Coordinator (1 FTE-facilitate program, supervise CM, Teacher, Psycho.)

\$29.11 \$1,513.72 Accounting (.4 hrs per day X 130 days)

\$23.90 \$1,242.80 Director (.4 hrs per day X 130 days)

\$19,250.92 Total Exempt Salaries

\$4,427.71 Fringe-Exempt

\$3,629.60 Fringe-Non Exempt

\$8,057.31 Total Fringe

\$300.00 Cell Phone (2 phones X \$25/month X 6 months)

\$400.00 Teaching/Program Supplies (TAFE, etc.)

\$2,626.00 Mileage (.505/mile X 40 miles/day X 130)

\$405.00 Office Supplies

\$1,000.00 Incentives (youth can earn incentives for attaining their personal goals)

\$840.00 Support Services (bus passes, clothing vouchers)

\$5,571.00 Total other line items

\$60,999.23 Total to run program

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Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

- Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program"
- Office of Management and Budget (OMB) Circular A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
- OMB Circular A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
- OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
- OMB Circular A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
- OMB Circular A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
- OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
- 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
- 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
- 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
- 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
- Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program
- 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

2. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

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3. Reports**a. Project Performance Reports**

- (1) **Reporting Time Frames:** The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within 15 days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

- (2) **Report Contents:** Performance reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports**(1) Project Expenditure Reports**

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
 - (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
 - (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
 - (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
 - (e) Reports are to be submitted even when no reimbursement is being requested.
- (2) The Financial Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination date.
 - (3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department within 31 days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue

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submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. Other Reports

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

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10. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and

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- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat.; "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat.; "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

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- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,

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- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and

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made or received by the subgrant recipient or its contractor in conjunction with this agreement.

- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrant recipient or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

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for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

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5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

- b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses

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requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements, or receiving stolen property;

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- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

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41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

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glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of

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Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

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53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the

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"Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.