

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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Meeting Date: November 21, 2017	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> []	Regular
	<input type="checkbox"/> []	Ordinance	<input type="checkbox"/> []	Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Justice Services

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) receive and file** a term purchase order (AF7DE2) for \$500,000 for contractual reentry services from the Florida Department of Corrections (FDC) for the service period of October 1, 2016 through June 30, 2017; and
- B) ratify** the Mayor’s signature on settlement agreement #581 for \$176,294 from the FDC.

Summary: The FY2016-17 General Appropriations Act provided \$500,000 in non-recurring general revenue funds to the Palm Beach County Board of County Commissioners. The funding was for reentry services for former inmates and offenders returning to Palm Beach County from the FDC through the Regional and State Transitional Offender Reentry (RESTORE) Initiative. The FDC agreed to pay the rates outlined in the purchase order (AF7DE2); however, a change order was not officially submitted by FDC to authorize payment. Revised invoices and documentation for these services were provided by the reentry program to the FDC and the emergency settlement agreement was created to reimburse the balance of funds owed to Palm Beach County. The emergency signature process was used because there was not sufficient time to submit this funding request through the regular Board of County Commissioners agenda process before the due date to the FDC. Countywide (LDC)

Background and Justification: The FDC issued Palm Beach County an initial term purchase order for contractual services that expired on June 30, 2017. The purchase order was submitted through the MyFloridaMarketPlace (MFMP) system. The purchase order did not require a signature from the Department nor Palm Beach County. The purchase order completed the internal review process via the MFMP system and was submitted to Palm Beach County electronically and became effective on September 7, 2016.

- Attachments:**
- 1) Original term purchase order from the FDC (AF7DE2)
 - 2) Settlement Agreement #581

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Recommended by:	<u>Stephanie Serio</u>	<u>10/23/17</u>
	Department Director	Date
Approved By:	<u>[Signature]</u>	<u>11-13-17</u>
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures					
Operating Costs	\$427,584.04				
External Revenues	(\$427,584.04)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0*				

ADDITIONAL FTE
POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Proposed Budget? Yes x No _____
Does this item include the use of federal funds? Yes _____ No x

Budget Account Exp No: Fund 1436 Department 662 Unit 5699 Major Prg STFLA
Object Var

Rev No: Fund 1436 Department 662 Unit 5699 Rev Source 3129

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

* Of the \$500,000 allocation, the County paid \$427,584.04 based on contracts/interlocal agreement with the agencies that provide reentry services. The County received reimbursement from DOC in the amount of \$250,660.04. The settlement agreement reimburses the County for the additional \$176,924.

Departmental Fiscal Review: [Signature] 10/20/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 10/27/17
OFMB
[Signature] 11/15/17
Contract Administration
11/2/17 TW

B. Legal Sufficiency:

[Signature] 11/8/17
Assistant County Attorney

C. Other Department Review:

Department Director

ORIGINAL TERM PURCHASE ORDER

Attachment # 1

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I. SCOPE OF SERVICE

A. Contract Term

Unless otherwise specified, the Contract begins on the date of issuance. Contractual services to be provided by the Contractor shall be completed by June 30, 2017.

B. General Service Description/Purpose

The FY2016-17 General Appropriations Act provides \$500,000.00 in non-recurring general revenue funds to the Palm Beach County Board of County Commissioners to implement a re-entry program to assist former inmates and offenders, living in or returning to Palm Beach County, Florida, with reintegration into the community with the overall goals of reducing recidivism and improving public safety.

The Contractor, shall partner with Sago Palm Re-Entry Center, The Lord's Place, Gulfstream Goodwill Industries, and the Riviera Beach Justice Service Center to implement the Regional and State Transitional Offender Re-Entry (RESTORE) Initiative of Palm Beach County. The program shall target 800 medium to high-risk inmates and offenders living and/or returning to Palm Beach County to provide services which support successful reintegration back into the community.

RESTORE will match offenders to services based on needs identified by a risk/needs assessment, taking into account the offender's learning style, gender, degree of motivation, and cognitive abilities.

In the delivery of services under this Contract, the Contractor shall provide the program services described in the scope of services. The Contractor will provide information and refer program participants to other providers, when needed services are outside of the organizational capabilities of the Contractor.

C. Rules and Regulations

1. The Contractor shall provide all services, in accordance with all Department of Corrections' policies and procedures, applicable federal and state laws, rules, regulations, both current and/or revised. The Contractor and the Department shall work cooperatively to ensure service delivery complies with applicable policies and procedures, laws, rules, and regulations.
2. The Contractor shall ensure that all staff providing services under this Contract comply with both ethical and professional standards and the aforementioned policies and procedures, laws, rules, and regulations.
3. Should any of the above policies and procedures, laws, rules and regulations change during the course of this Contract term, the updated version shall take precedence.
4. The Contractor shall pay all costs associated with local, state, and federal licenses, permits, and/or inspections required to provide services. All required permits and licenses shall be current, maintained on site, and copies submitted to the Contract Manager, or designee.

5. The Contractor shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as, any other applicable provisions.

D. Communications

The Department's Contract Manager, designated in Section III of this Contract, shall be the sole point of contact for all communications relating to the Contractor's performance and administrative responsibilities under the Contract, except where contract management and administrative duties have been delegated to other Department staff, as specified in Section **III., CONTRACT MANAGEMENT**. The Contractor shall respond to communications from the Department by email or telephone within five (5) business days of receipt, unless the Department specifies another form of communication.

If an urgent administrative problem occurs that impacts the Contractor's ability to meet contractual responsibilities, the Contractor shall contact the Department's Contract Manager within two (2) hours of occurrence. If a non-urgent administrative problem occurs, the Contractor shall notify the Contract Manager, or designee within two (2) business days, after the occurrence.

E. Confidentiality

The Contractor shall maintain confidentiality with reference to participants receiving services, in accordance with applicable, state and federal laws, rules, and regulations. The Department and Contractor agree that all information and records obtained in the course of providing services to program participants shall be subject to the confidentiality and disclosure provisions of applicable, federal and state, laws, rules, and regulations adopted pursuant thereto.

F. Department's Responsibilities

1. The Department will provide the Contractor with applicable, Department policies and procedures and shall inform the Contractor of changes, which may affect the delivery of services to be provided, pursuant to this Contract.
2. The Department will identify and provide to the Contractor a list of eligible program participants to assist in participant recruitment.
3. The Department may provide non-confidential records and social histories for inmates or offenders, presently or previously under the supervision, care, and custody of the department, when such information is not otherwise protected by law.
4. Upon execution of the Contract, the Department will provide a copy of all Department reporting forms, as necessary, to comply with Section I., L., General Reporting Requirements.
5. The Department shall collect reports described in the proviso language and submit to the Chair of the Senate Appropriations Committee and the Chair of the House Appropriations Committee, by February 1, 2017.
6. The Department shall complete Section I of the Community Supervision Program Referral Form, DC5-404 (**Attachment #1**) referring program participants to the program, enter the

information from Section I into the Offender Based Information System (OBIS), and a forward a copy of the form to the Contractor.

7. The Department shall enter the information from Section II of the DC5-404 (**Attachment #1**) into OBIS when an individual is enrolled or denied enrollment.

G. Service Location and Times

1. Pre-Release Service Locations

The Contractor shall provide the pre-release services under this Contract at the following location:

Sago Palm Re-Entry Center
500 Baybottom Road
Pahokee, Florida 33476

2. Post-Release Service Locations

The Contractor shall provide the post-release services under this Contract at the following location:

The Lord's Place
1750 NE 4th Street
Boynton Beach, Florida 33435

Gulfstream Goodwill Industries
1715 Tiffany Drive East
West Palm Beach, Florida 33407

Riviera Beach Justice Service Center
2051 Martin Luther King Boulevard, Suite 307
Riviera Beach, Florida 33404

Changes to service locations and/or service times, shall be approved in writing by the Department's Contract Manager or designee. The Contractor shall request changes, both additions and deletions to the service location(s), at least thirty (30) days prior to location change, by submitting written notification to the Department's Contract Manager or designee, with the following information: the estimated effective date, the address, and other relevant contact information for the new service location. The Department reserves the right to approve or deny the request.

A copy of the written notification shall also be maintained by the Contractor and a copy maintained in the Department's Contract file.

3. Service Times

The Contractor shall provide the program operating hours and a schedule of program services to the Contract Manager, or designee, within seven (7) calendar days of the execution of this Contract.

H. Contractor’s Responsibilities:

- 1. The Contractor shall provide re-entry program services for medium to high-risk inmates releasing from Department of Correction’s facilities, offenders on supervision with the department, and/or ex-offenders living and/or returning to Palm Beach County.
- 2. The Contractor shall comply with the Department’s policy regarding discrimination, which states, “No person on the grounds of race, creed, color, national origin, age, gender, marital status, or disability shall be excluded from participation in, be denied the benefits of, the proceeds of, or be otherwise subjected to discrimination in the performance of any Contract.”
- 3. The Contractor shall provide the Department’s Contract Manager, or designee, with a current copy of the program description, eligibility criteria, program rules, and criteria for termination from the program upon execution of the Contract.
- 4. The Contractor shall submit to the Contract Manager, or designee for review and written approval, any significant revisions and/or updates to the program description, eligibility criteria, program rules, or criteria for termination from the program, prior to such revisions and updates being implemented.
- 5. The Contractor shall have internet access and maintain an active email address for the term of this Contract.

I. Program Eligibility Criteria, Referrals, Enrollment, and Discharge

- 1. Eligibility Criteria: Program participants shall be considered eligible for enrollment, by meeting the following eligibility criteria:
 - a. A Florida Department of Corrections inmate returning to Palm Beach County to reside;
 - b. A Florida Department of Corrections offender residing or returning to Palm Beach County to reside;
 - c. Be at least eighteen (18) years of age; and
 - d. Meet the criteria of a medium to high risk offender and/or inmate, as determined by LSI-R Scores on the chart below;

Risk	LSI-r Score	Eligible
Low	0-13	No
Low/Moderate	14-23	With Permission
Moderate	24-33	Yes
Medium/High	34-40	Yes
High	41-47	Yes

- 2. Referrals: The supervising probation officer shall complete Section I of the DC5-404 (**Attachment #1**), enter the Section I information into OBIS, and send a copy to the Contractor. The Local Quality Assurance Manager, or designee, shall complete Section I of the DC5-404, enter the Section I information into OBIS for program participants who

are not under the supervision or in the custody of the department, send a copy to the Contractor. The Contractor shall ensure a copy of the DC5-404 (**Attachment #1**) with Section I completed is maintained in the participant's case file.

3. **Enrollment:** The Contractor shall enroll eligible program participants, by completing Section II of the DC5-404 , send a copy to either the referring probation officer or the Local Quality Assurance Manager, or designee, within five (5) calendar days for entry into OBIS. Offenders under the supervision of the Department or inmates released from Department facilities shall receive priority for enrollment and services.
4. **Discharge:** The Contractor shall complete Section III of the DC5-404 (**Attachment #1**) when participants are discharged, and send a copy or its electronic equivalent, to the referring probation officer or the Local Quality Assurance Manager, or designee for entry into OBIS within five (5) calendars of discharge. In addition, the Contractor shall document the discharge status of program participant's, by entering a case note in the participant's case file. The note shall include, the date of discharge, the type of discharge, a brief summary of the participant's progress toward achieving the goals of their Individualized Plan of Care, and describe any next steps for the participant, at the time of discharge.

The Department shall not reimburse the Contractor for services provided to participants who do not have a Community Supervision Program Referral Form (DC5-404) completed, on their behalf and the information from Section's I and II entered into OBIS.

J. **Services to be Provided**

In the delivery of services under this Contract, the Contractor shall be responsible for the following tasks:

1. **Outreach:** The Contractor shall work closely with the Department's staff to identify eligible program participants and shall conduct outreach activities to provide information about the Contractor and their re-entry services, by making presentations and conducting informational sessions to motivate and encourage participants to access program services. Outreach may include, but is not limited to, electronic communications, social media, local media, radio, direct marketing, and print advertising. The Contractor may communicate with perspective participant's in-person and/or by telephone. Outreach shall be provided at no cost to the department.

The Contractor shall develop marketing materials which include: a description of the program, including benefits, services provided, eligibility criteria, contractor contact information (location and phone number), a schedule stating the days of the week and hours of operation, in which potential program participants may call or visit the service site, and include information to motivate prospective program participants. The Contractor shall submit all marketing materials to the Contract Manager or designee for approval. The Contractor shall report all outreach and marketing activities each month, on the monthly report submitted with the monthly invoice.

2. **Case Management:** The Contractor shall provide case management for all program participants, both pre and post-release, based on individual needs and willingness to participate, for the duration of the Contract. Case management shall be participant-centered, goal-oriented, and take into consideration the immediate needs of the program participant, including those which may or may not be satisfied through this Contract. The

case manager, shall coordinate with staff from the department, as applicable, to define logical steps to assure that program participants receive needed services that support the achievement of the goals in the Individualized Transition Plan.

3. Needs Assessment: The Contractor shall assess the needs of eligible program participants using the Level of Service, Case Management Inventory (LS/CMI). The minimum amount of time to be utilized for conducting the inventory shall be no less than one (1) hour in duration. Documentation of the assessment, in the program participant's case record, shall include: the date and the beginning and ending time of the assessment, the findings summarized in a narrative list or paragraph, and signed by the staff person conducting the assessment in the program participant's program record and/or in the electronic participant records. The needs assessment shall be completed within thirty (30) days of enrollment. The Contractor shall report the program participant's name and the assessment date on the monthly report submitted with the monthly invoice.

The Contractor shall complete at least 300 validated risk and needs assessments on the target population, by June 2017.

4. Individualized Transition Plan for Formerly Incarcerated Inmates, Offenders, and Ex-Offenders: The Contractor's staff, along with the program participant, shall develop an Individualized Transition Plan, based on needs identified by the assessment and a one-to-one, in-person interview. The plan shall include at least two (2) short-term and two (2) long-term goals, identify risk, and summarize the participants needs. At a minimum the plan will, address the following: criminal thinking, substance use, mental health, community supervision, if applicable, compliance with court mandates, family reunification, housing, transportation, job placement, employment, educational goals, and life skills that will assist the program participant in avoiding crime, support positive re-entry into the community, personal and family responsibilities. The Individualized Transition Plan shall be completed within thirty (30) days of initial contact with the program participant. Documentation shall include a copy of the Individualized Transition Plan, signed and dated by the program participant and the case manager in the participant's case record. The Contractor shall report the name of program participant for whom an Individualized Transition Plan has been developed, and the date of the development of the plan with the Monthly Report submitted with monthly invoice.
5. Individualized Transition Plan for Inmates: The Contractor's staff, institutional release officer, along with the inmate, shall develop an Individualized Transition Plan, based on needs identified by the assessment and a one-to-one, in-person interview. The plan shall include at least three (3) short-term goals to be accomplished within the first one hundred (100) days post-release, including plans for transitional housing, seeking identification, enrolling in work and educational programs, temporary jobs, basic needs and resources, and two (2) long-term goals, identify risk, and a summary of needs, and at minimum, address the following: criminal thinking, substance use, mental health, community supervision, if applicable, compliance with court mandates, family reunification, housing, transportation, job placement, employment, educational goals, and life skills that will assist the program participant in avoiding crime, support positive re-entry into the community, personal and family responsibilities. The Individualized Transition Plan shall be completed within thirty (30) days of enrollment. Documentation shall include a copy of the Individualized Transition Plan, signed and dated by the program participant and the case manager and a copy shall be maintained in the participant's case record. The Contractor shall report the name of program participant for whom an Individualized

Transition Plan has been developed and the date of the development of the plan with the Monthly Report submitted with monthly invoice.

6. Follow-Up/Plan Review: The Contractor shall ensure a case manager conducts at least two (2) follow-up encounters each month, with each program participant, at intervals that are no more than fourteen (14) calendar days apart to follow-up on referrals and to review program participant progress toward achieving goals established in the Individualized Transition Plan. A follow-up encounter shall consist of a phone and/or a face-to-face encounter between the program participant and the case manager. A plan review shall be conducted by a case manager, at least one (1) time, every thirty (30) calendar days to evaluate the participant's progress toward achieving goals and to assess the need to modify the Individualized Transition Plan. Documentation of plan reviews and follow-ups shall consist of a case note in the case file stating, the date, the time of the contact/encounter, describe program participant progress, describe any changes to the Individualized Transition Plan, and include the case manager's signature.

K. Services to be Subcontracted

The Contractor shall subcontract with The Lord's Place, Gulfstream Goodwill Industries Inc., and the Riviera Justice Service Center, who shall provide the below described services. The Contractor shall ensure services are provided in accordance with all the terms and conditions of the Contract. These subcontracts do not, relieve the Contractor of its duties and responsibilities to provide services, described in the Contract. The Contractor shall report the aggregate number of referrals to partners for services, on both the Monthly and the Quarterly Improvement Reports.

1. Transitional Housing: The Contractor shall subcontract with providers who shall provide transitional and supportive housing for program participants with housing needs documented in the Individualized Transition Plan for up to one (1) year post-release. Copies of subcontracts shall be provided to the Contract Manager, or designee for review and approval within thirty (30) calendar days of the execution of this contract. The participant shall be advised, in writing, of the conditions for transitional housing assistance and acknowledge, by signature on a policy receipt. The transitional housing assistance policy shall be submitted to the Contract Manager, or designee for approval within fourteen (14) calendar days of execution of this Contract. Both the Contractor and the Subcontractors shall maintain, financial records for transitional housing services, in accordance with acceptable accounting and recordkeeping practices and shall be made available to the department for review, upon request. The Contractor may request reimbursement for payments made to subcontractors when documentation has been provided, evidencing services where provided for an enrolled program participant. At a minimum, the contractor shall maintain documentation to demonstrate to whom the assistance was paid, the program participant's name, the amount paid, the purpose of the assistance, and the balance of available housing assistance funds, for which the program participant is eligible to receive.
2. Assistance in Obtaining Records and Identification: The Contractor shall refer program participants to subcontracted providers who shall provide assistance with obtaining Birth Certificates, Social Security Numbers and/or Driver's Licenses/Florida ID's and, if required, including Selective Service Registration and the contractor shall reimburse the subcontractor for any cost associated with such assistance for enrolled program participants. The Contractor shall submit, the subcontract to the Contract Manager, or designee, for approval within fourteen (14) calendar days, of the execution of this

Contract. At minimum, the subcontracts must include conditions required by the department for releases of information for program participants, confidentiality, program policies and procedures, compensation for services in units with maximum allowable cost, and acceptable documentation for billing and invoicing the Contractor. The subcontractor shall invoice the Contractor, for fees and/or costs paid to state birth registries, state agencies, local governments, and the U.S. government for records and identification, when appropriate documentation has been provided. The Contractor may request reimbursement from the Department, by submitting receipts for reimbursement with the monthly invoice for enrolled program participants. The Contractor shall ensure the case file contains a case note describing the type of record and/or identification provided, the date, and the name of the entity paid, and maintain a copy the payment receipts for cost and/or fees.

3. Substance Abuse and Mental Health Treatment: The Contractor shall enter into subcontracts with licensed substance abuse and mental health providers who shall provide mental health and substance abuse services for program participants with needs identified in the Individualized Transition Plan. Copies of subcontracts shall be provided to the Contract Manager, or designee, for review and approval, within fourteen (14) calendar days of the execution of this contract. At minimum, the subcontracts must include conditions required by the department for releases of information for program participants, confidentiality, program policies and procedures, a description of services, requirements for records, compensation for services in units with maximum allowable cost, and acceptable documentation for billing and invoicing the Contractor. The Contractor may request reimbursement for payments made to subcontractors when documentation has been provided, evidencing services where provided for an enrolled program participant. The Contractor shall enter a case note in the program participant's case file, stating the name of the subcontractor, type of referral for mental health and/or substance abuse, and include a brief summary of the program participant's progress and/or the outcome of the referral.
4. Supported Employment: The Contractor shall subcontract with partnering organizations who shall provide job training, career planning coaching, and placement assistance. The subcontractor shall identify employers who shall agree to hire, train, and/or employ program participants. In turn the subcontractor, shall provide an incentive to the employer, after ninety (90) days, if the program participant remains employed. A copy of the subcontract, and all policies and procedures governing the supported employment services, shall be provided to the Contract Manager, or designee, for review and approval within thirty (30) calendar days of the execution of this contract. At a minimum, the subcontracts must include conditions required by the department for releases of information for program participants, confidentiality, conditions for receiving stipend, records maintenance, wages and available positions, and shall describe acceptable documentation for billing and invoicing the Contractor. Participation in supported employment shall be documented in the offender's case record, by a case note with the employment dates and/or termination dates, the employer's name, the position, and the hourly rate of pay. The Contractor may request reimbursement for payments made to subcontractors when documentation has been provided, evidencing services where provided for an enrolled program participant. The Contractor shall verify employment for program participants by reviewing pay statements or by contacting the employer, every thirty (30) days, and shall enter a case note to the participant's case file.
5. Other Services: The Contractor shall subcontract with partners who shall provide family reunification, life/skills, and other programming which supports program goals, based on participant needs, as reflected in Individualized Transition Plan. The Contractor shall

provide a copy of the subcontracts for these services, to the Contract Manager, or designee, for review and approval within thirty (30) calendar days of execution of this contract. Subcontracts shall include, at a minimum, a description of services, address releases of information, confidentiality, program policies, and the requirements for maintenance of records, and acceptable documentation for billing and invoicing, the Contractor. The Contractor shall invoice the department for payments to the subcontractor when documentation has been provided evidencing, services where provided for an enrolled program participant. The program participant's case file shall include, case notes describing referrals, including the name of the provider, the date of the referral, and the outcome of the referral.

6. Financial Assistance: The Contractor shall subcontract with partners who shall provide financial assistance, by purchasing bus passes, supporting training, and certifications for program participants, in support of the goals of the Individualized Transition Plan. Copies of subcontracts shall be provided to the Contract Manager, or designee, for review and approval within thirty (30) calendar days of the execution of this contract. The participant shall be advised, in writing of the conditions for financial assistance and acknowledge, by signature on a policy receipt to be maintained in the participant's case file. The policy shall be submitted to the Contract Manager, or designee, for review and approval within thirty (30) calendar days of execution of this Contract. Both the Contractor and the subcontractors' financial records for financial assistance shall be maintained, in accordance with acceptable accounting and recordkeeping practices and shall be made available to the department for review, upon request. The contractor shall enter a case note in the program participant's case file stating, the amount paid, and the purpose of the assistance.
7. Case File: Upon enrollment into the program, the Contractor shall prepare a case file for each program participant. Records may be either electronic or hard copy and shall comply with the below described record-keeping requirements for documentation of case management services, including referrals to community providers, follow-up, and other similar information. The Contractor shall document all interactions with program participants in the case record, in a timely manner, and shall share all information and records pertaining to program participants with Department staff, upon request. The Contractor shall ensure subcontractors maintain case records, as required by the Contract.

Case file shall include, at least the following documentation:

- a. A copy of the DC5-404 with Sections I and II complete;
- b. A needs assessment;
- c. A Plan of Care;
- d. Progress notes/case notes, in chronological order, documenting interactions with program participant;
- e. Case Plan Reviews, at required intervals;
- f. Follow-up information;
- g. Acknowledgements of policies and procedures;
- h. Acknowledgement of Services; i.e. housing, food, work readiness supplies, etc.
- i. Referrals to other services and/or providers.

In addition, the case records shall contain releases and any other documents required, by the Contract. The Contractor shall secure files and maintain the confidentiality of the records, in accordance with Section II. D., Confidentiality.

8. Information Management: The Contractor shall utilize an existing information management system, the RENEW system to document services provided to program participants. The information management system shall include, at minimum the following information and meet the described requirements:
- Program participant's name;
 - DC#;
 - Birthdate;
 - Information relating to the criminal history;
 - Employment history;
 - Education level;
 - Race;
 - Gender;
 - Age;
 - Home Address;
 - Contact Number;
 - Alternate Contact, as appropriate;
 - Emergency Contact Information (Name and Contact Number);
 - Assigned Correctional Institution (pre-release program participants) or Probation Officer (post-release offenders on community supervision)
 - Work history;
 - Documentation of attendance at all program services, etc.
 - Documentation of all services, encounters, training, classes, activities, incidents and grievances;
 - Documentation of all referrals made to community service providers and follow-up documentation; and
 - Case progress notes, including dates, and case manager or designated staff person's signature.
9. Information System Requirements: The Contractor's information system shall meet the following requirements:
- Provide for data confidentiality and security;
 - Include a disaster recovery plan, i.e. system back-up and restore; and
 - Include a plan for storage, maintenance, and destruction.
10. Quality Management: The Contractor shall utilize quality management activities that promote objective, continuous, systematic monitoring and evaluation of the program, its processes, and the services rendered pursuant to this Contract and shall provide written documentation of these activities quarterly.

The Contractor shall, at a minimum perform the following quality management activities:

- Tracking and trending of program outcomes of services, outlined in Section I., and the Performance Measures in Section I., M.;
- Develop action plans to improve or correct performance; and
- Conduct at least one (1) meeting in-person or by conference call per quarter between the Contractor, program partners, and subcontractors to review program quality, contract requirements, and performance measures, foster open communication and, as appropriate, discuss issues. The Contractor shall document quality improvement

meetings, by providing a copy of the meeting minutes, including the names of the individuals in attendance and the name of the organization or business, in which they represent.

Department's Quality Management Authority: The Department shall have the authority to develop and implement a quality monitoring process to review the quality of services provided under this Contract.

L. Contractor's Requirements

1. Conduct and Safety Requirements

When providing services to the inmate population or in a correctional setting, the Contractor's staff shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies, and procedures of the Department.

In addition, the Contractor shall ensure that all staff adhere to the following requirements:

- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- b. The Contractor's staff shall not interact with any offender, except as related to services provided under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate, an inmate's family, or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors, or services to inmates, their family or close associates.
- c. The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying, or trading personal property), or personally employ them in any capacity.
- d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f. At no time shall the Contractor or Contractor's staff, while delivering services under this Contract, wear clothing, which resembles or may reasonably be mistaken for an inmate's uniform or correctional officer's uniform, bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency.

- g. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- h. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee, within twenty-four (24) hours, of the Contractor's knowledge of the incident.

2. Staff Requirements and Qualifications

The Contractor's shall ensure all contracted and or employed staff meet the following qualifications:

- a. Possess the ability to liaise with and maintain a good working relationship with the judiciary, criminal justice system, the Department, criminal justice involved individuals and the community;
- b. Possess the competencies required to provide culturally and linguistically appropriate services.
- c. Every effort shall be made to hire and/or contract staff with the capacity to be responsive to the needs of offenders and inmates.
- d. All Contractor and subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between the Contractor staff and the Department's staff and offenders.
- e. The Contractor shall NOT hire individuals possessing "temporary work visas" to fill positions under this Contract.

3. Staffing and Scheduling

The Contractor shall schedule staff, in accordance with the below described requirements:

- a. The Contractor shall provide to the Contract Manager or designee, an organizational chart outlining the structure of authority, responsibility, and accountability for the program, a staff roster, including the number of staff and positions providing services, and a narrative job descriptions for the all staff, in which the Contractor shall request reimbursement within seven (7) calendar days of execution of this Contract. The staff roster shall be submitted with the monthly invoice. The contractor shall require all staff supported by this contract to acknowledge receipt of their position description.
- b. The Contractor shall ensure that all required staff positions are filled for the entire scheduled workweek, and that individuals are physically present at the work site. A workweek shall be defined, as forty (40) hours worked, Monday through Friday.
- c. The Contractor shall submit a schedule of programming, and staff assigned to provide services for all services provided under this Contract and a "contingency plan" for filling staff vacancies and extended absences to the Contract Manager,

or designee, within seven (7) calendar days of the execution of this Contract for all program services.

- d. The Contractor shall immediately (the same working day and in no case later than the next working day) notify the Local Contract Coordinator in writing of all extended unplanned staffing absences of more than five (5) workdays, emergencies, and/or including investigations resulting in administrative leave.
 - e. The maximum allowable number of hours, in which each position supported by this Contract shall be absent (s) from the work, each year is two hundred fifty-six (256) hours for the purposes of approved leave, holidays, and/or non-departmental sponsored training or meetings.
 - f. The Contractor shall pro-rate the salary hourly for any vacant position not filled with a qualified interim staff member and continue to pro-rate until filled with a full-time qualified interim/permanent staff member.
 - g. All staffing schedules shall be approved by the Contract Manager, or designee, and will be incorporated by reference into this Contract. The Contract Manager, or designee, must approve any changes to the schedule prior to implementing a change.
 - h. Failure to maintain the required Contractor staffing levels at all times during the course of the contract shall be considered a breach thereof, which may result in Contract termination. The Contractor shall submit timesheets, submitted at the interval in which they are submitted to the Contractor for payment, with each Monthly Invoice for each staff position assigned to provide services under this Contract.
 - i. The Contractor shall notify the Department's Contract Manager, or designee, in writing of any staff resignations or terminations within two (2) calendar days.
 - j. The Contract Manager, or designee, shall review credentials and approve personnel, before they are employed in positions supporting this Contract.
4. Required Staff

The Contractor shall have direct oversight, be responsible for and monitor the performance of all staff providing services in support of this Contract. The Program shall, at a minimum, employ and/or enter into subcontracts with partners, who shall provide services, as described in Section I.:

The Contractor shall subcontract with Gulfstream Goodwill Industries for the positions listed below:

- a. Program Director: one (1) @ 0.25 FTE Full Time Equivalent (FTE)
- b. Program Coordinator: one (1) @ 0.25 FTE Full Time Equivalent (FTE)
- c. Case Manager: one (1) @ 1.0 Full Time Equivalent (FTE)

The Contractor shall subcontract with Riviera Beach Justice Service Center for the below listed positions:

- a. Program Manager: one (1) @ 1.0 Full Time Equivalent (FTE)
- b. Case Manager: one (1) @ 1.0 Full Time Equivalent (FTE)

The Contractor shall subcontract with The Lord's Place for the below listed positions:

- a. Pre-Release Counselor: one (1) @ .90 Full Time Equivalent (FTE)
- b. Case Manager: two (2) positions @ 1.0 Full Time Equivalent
- c. AmeriCorps Worker: two (2) positions @ 0.50 Full Time Equivalent
- d. Program Supervisor: one (1) @ .10 Full Time Equivalent (FTE)
- e. Employment Coordinator: one (1) @ 1.0 Full Time Equivalent (FTE)

The Contractor shall employ:

- a. Re-Entry Coordinator @ .75 FTE Full Time Equivalent

The Contractor shall maintain a personnel file, current job application and/or resume for all staff providing services for this Contract on file, and license if applicable, of all staff providing services under this Contract. The Contractor shall provide copies of these documents to the Contract Manager, or designee, upon request.

5. Staff Background/Criminal Record Checks

- a. The Contractors' staff assigned to this Contract shall be subject, at the Department's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, Florida Statutes. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, upon request, the following data for any individual Contractor or Sub-Contractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue.
- b. The Contractor shall also ensure that the Contract Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being hired or assigned to work under the Contract. The Contractor shall not offer employment to any individual or assign any individual to work under the Contract, who has not had an FCIC/NCIC background check conducted.
- c. When providing services within a correctional setting, the Contractor shall obtain a Level II background screening (which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI), and results must be submitted to the Department prior to any current or new Contractor staff being hired or assigned to work under the Contract. The Contractor shall bear all costs associated with this background screening. The Contractor shall not consider new employees, as permanent until the Department receives a favorable report from the FBI.
- d. No person who has been barred from any Department institution or other facility shall provide services, under this Contract.

- e. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the Contracted services. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraint, has contact with or access to any records of Department of Corrections' inmates sentenced to sites included under this Contract.
 - f. The Contractor shall disclose any business or personal relationships of Contractor and Contractor's staff, and/or potential staff with any individual who is incarcerated or under the supervision of the Florida Department of Corrections.
 - g. The Contractor shall immediately report any new arrest, criminal charges, or convictions of a current employee under this Contract.
 - h. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to approve, such cases. The department prefers contractor hire staff who have no criminal history in the last two (2) years. The Contractor shall make a full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.
6. Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all persons employed during the Contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including Sub-Contractors, assigned by the Contractor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all Sub-Contracts that requires Sub-Contractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the Contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.

M. General Reporting Requirements

The Contractor shall submit the reports delineated below to the Department's Contract Manager or designee. The Department reserves the right to modify reporting requirements as necessary, upon thirty (30) days written notification to the Contractor. Hard copies of the report shall be submitted; however, the Department also encourages the Contractor to submit copies of the required reports by e-mail as an attached Microsoft Word file or a .pdf file. All reports shall be submitted by the dates delineated below and shall be considered late after that date.

1. Monthly Report: The Contractor shall submit a monthly report to the Department's Contract Manager, or designee, by the fifteenth (15th) day of the month, for the previous month of service using a format provided by the department. The monthly report shall document service provided during the month. It shall be attached to the invoice and shall include sufficient details regarding services provided.
2. Progress Reports: The Contractor shall submit a Progress report to the supervising Probation Officer for each offender on supervision with the department, by the fifteenth (15th) day of each month.
3. Quarter Performance and Quality Improvement Report: The Contractor shall submit a report to the Department's Contract Manager, or designee, each quarter. The Quality Performance and Improvement Report shall include a summary of the participants served, discuss successes, issues (e.g., recommitments, etc.), and accomplishments during the project, contract performance measures, stated in Section II., L., program outcomes, describe areas of improvement, barriers experienced, and an analysis of participants who do not succeed and shall include measure taken to improve program quality. The report shall be submitted by the tenth (10th) day of the month, following the end of the corresponding quarter.
4. OPB Report: Beginning at the end of the first full quarter, following execution of this contract, the vendor shall provide quarterly reports directly to the Executive Office of the Governor, Office of Policy and Budget (EOG/OPB) documenting a positive return on investment to the state from the vendor's project and from funds provided under this contract. Quarterly reports shall be provided to the EOG/OPB within 30 days, after the end of each quarter, until the vendor is instructed by the EOG/OPB that no further reports are needed. All reports shall be submitted to Thomas Dunne at Thomas.Dunne@LASPBS.STATE.FL.US; and a copy shall also be submitted to the Contract Manager.
5. Report to Legislature: By January 1, 2017, all re-entry programs funded in Specific Appropriation 750 must provide the following information to the Department of Corrections: the population served by the program, including information relating to the criminal history, age, employment history, and education level of inmates served; the services provided to inmates as part of the program; the cost per inmate to provide those services; any available recidivism rates; and any matching funds or in-kind contributions provided to the program.

N. Performance Measures and Financial Consequences

The Department has developed the following Performance Measures, which shall be used to measure the Contractor's performance and delivery of services.

The Contractor shall comply with all Contract terms and conditions upon execution of the Contract and the Department may monitor the Contractor's service delivery beginning the second month after implementation of services to ensure that Contract requirements are being met.

Listed below are the key Performance Outcomes, Measures and Standards deemed most crucial to the success of the overall desired service delivery and the Financial Consequences that will be imposed if the standard is not met.

1. Performance Measure #1: Reporting Requirements

- Outcome: The Contractor shall submit 100% of the reports required in Sections I. and L., General Reporting Requirements, to the Contract Manger (or designee), each month.
- Measure: Review the reports received and compare to the required submission timeframes.
- Standard: The Contractor must successfully submit the reports no later than the date described in Sections I. and L., General Reporting Requirements, one hundred percent (100%) of the time.
- Consequence: If the Contractor fails to meet, the Performance Standard as outlined above, the Department will impose Financial Consequences of \$2,500.00 for every occurrence.

2. Performance Measure #2: Filled Positions

- Outcome: All staff positions funded under this Contract shall be filled within fifteen (15) days of the start of the Contract and never vacant for more than thirty (30) consecutive calendar days.
- Measure: A monthly review of the staff roster, schedule, and timesheets submitted.
- Standard: The Contractor must successfully submit the staff roster, schedule, and time sheets no later than the date described in Sections I., one hundred percent (100%) of the time.
- Consequence: If the Contractor fails to meet, the Performance Standard as outlined above, the Department will impose Financial Consequences of \$250.00 per day, per position occurrence.

By execution of this Contract, the Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth above.

Any assessment of Financial Consequences and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this Contract.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all Financial Consequences assessed accompanied by detail sufficient for justification of assessment.

The Contractor shall forward a cashier's check or money order to the Contract Manager, payable to the Department in the appropriate amount within ten (10) days of receipt of a written notice of demand for Financial Consequences due, or in the alternative, may issue a credit in the amount of the Financial Consequences due on the next monthly invoice, following imposition of damages. Documentation of the amount of Financial Consequences assessed shall be included with the invoice, if issuing credit. Financial Consequences not paid within sixty (60) days of notice will be deducted from amounts then due the Contractor.

O. Deliverables

The following services or service tasks are identified as deliverables for the purposes of this Contract:

1. Services as specified in Section I., G., Contractor's Responsibilities; and
2. Reports as required in Section I., L., General Reporting Requirements.

P. Monitoring and Evaluation Methodology

The Department's Contract Manager or designated Department staff will perform monitoring semi-annually during the term of the Contract to ensure Contract compliance. Monitoring shall include the periodic reviews for compliance with terms and conditions and service delivery.

The Department may utilize any or all of the following monitoring methodologies to monitor the Contractor's performance and compliance:

1. Site visits, both announced and/or unannounced;
2. A desk review of records, related to service delivery, including any documents and databases pertaining to the Contract; and/or
3. Interviews with Contractor and/or Department staff.

A monitoring tool shall be developed by the Department's Bureau of Contract Management and Monitoring, in accordance with the requirements in this Contract. The monitoring tool will be utilized in review of Contractor's performance and Contract requirements.

The Contract Manager shall provide an exit interview and a written monitoring report to the Contractor within twenty-one (business days) of the monitoring visit.

When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The Contractor shall return the CAP to the Contract Manager within ten (10) business days of receipt of the monitoring report. If deemed necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, and will occur within thirty (30) days of the original monitoring visit, at which time full compliance must be met. Failure to correct deficiencies after thirty (30) days from the date-of-receipt of a written monitoring report notating the deficiencies may result in the assessment of Financial Consequences, and/or determination of breach of Contract and termination of services.

II. **COMPENSATION**

A. Payment

The Department will compensate, by the Contractor for services as specified in Section I., **SCOPE OF SERVICE**, as delineated below. **Total payments shall not exceed the total annual appropriation amount of 500,000.00.**

Compensation					
Position	Computation				
	FTE	Salary Per Hour		Total Hours	Maximum Salary
Re-Entry Coordinator	.75	\$26.01	*	1560	\$40,576.00
The Contractor shall subcontract with Gulfstream Goodwill Industries for the below listed positions:					
Program Director	.20	\$28.65	*	416	\$11,918.00
Program Coordinator	.25	\$17.83	*	520	\$9,272.00
Case Manager	1.0	\$15.36	*	2080	\$31,949.00
					\$53,139.00
The Contractor shall subcontract with Riviera Beach Justice Service Center for the below listed positions:					
Program Manager	1.0	\$25.94	*	2080	\$53,955.00
Case Manager	1.0	\$19.00	*	2080	\$39,520.00
					\$93,475.00
The Contractor shall subcontract with The Lord's Place for the below listed positions:					
Pre-Release Counselor	.90	\$19.23	*	1872	\$35,999.00
Case Manager: two (2) positions	2.0	\$16.15	*	4160	\$67,184.00
Program Supervisor	.10	\$31.55	*	208	\$6,562.00
Employment Coordinator	1.0	\$21.63	*	2080	\$44,990.00
AmeriCorps Worker: 2 positions	0.50	\$12.00	*	520	\$6,240.00
					\$160,975.00
Total Salaries					\$348,165.00
The Contractor shall reimburse the subcontractors for expenses incurred that support program participant's Individualized Transition Plan with appropriate documentation.					

Support and Services for Participants	Conditions and Computation	Maximum Cost
The Contractor may reimburse subcontractors when provided documentation and evidence to support services are for enrolled offenders. The Contractor shall reimburse the subcontracts for bus passes, training, and educational services provided for enrolled program participants when documentation is provided, as stated in the contract. Support services shall remain available until the maximum costs are exhausted.	Cost shall not exceed, the below amounts based on offender risk and risk scores: \$5,000 per high risk offender, risk score 41-47; and \$3,500 for medium to high risk offenders, risk score, 34-40; \$2500 for moderate risk, risk score 24-33; \$500 for low to moderate, risk score 14-23; \$0 for low risk; risk score 0-13	\$140,000.00

Subcontracts with Employers		
Employment Incentives: The Contractor shall enter into memorandums of agreement with employers who shall employ enrolled program participants. The program participant shall remain employed for ninety (90) days in order for employer to claim the incentive. Employer incentives shall remain available until the maximum allowable funds are exhausted.	The Contractor shall be provided an incentive stipend of \$1.00 per hour for hours worked, by enrolled program participants, during the first ninety (90) days of employment.	\$11,835.00
Total Allowable Compensation		\$500,000.00

B. MyFloridaMarketPlace

1. Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

The Department has determined that payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032, (1)(i), Florida Administrative Code (F.A.C). Form PUR 3777, Notice of Transaction Fee Exemption, has been filed by the Department.

2. Contractor Substitute W9

The State of Florida Department of Financial Services (DFS) requires all Contractors doing business with the state to electronically submit a Substitute W-9 Form to <https://flContractor.myfloridacfo.com>. Forms can be found at <https://flContractor.myfloridacfo.com/casappsp/cw9hsign.htm>. DFS is ready to assist Contractors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridacfo.com.

C. Submission of Invoice(s)

The Contractor agrees to submit invoices for compensation, by the fifteenth (15th) of each month, for the previous month of service delivery with sufficient detail for a pre-payment certification and audit thereof. The invoices shall have attached the applicable Monthly Report, which includes sufficient detail of services rendered for proper invoice processing. The Contractor shall submit invoices pertaining to this Contract to:

Roshanda Colebrook-Laguerre, Correctional Services Consultant
Bureau of Contract Management and Monitoring
Florida Department of Corrections
3200 South Congress Avenue Suite 204
Boynton Beach, Florida 33426
Telephone: (561) 279-1508
Facsimile: (561) 292-6013
Email: Roshanda.Colebrook-Laguerre@fdc.myflorida.com

The Contractor's invoice shall include the Contractor's name, mailing address, and tax ID number/FEIN as well as the Contract number and date of invoice period. The Contractor shall provide an invoice in a format approved by the Contract Manager with the Monthly Reports, as specified in Section I, L.

D. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Palm Beach County Board of County Commissioners
C/o Craig Spatara
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401
Phone: (561) 355-2326
Fax: (561) 355-4941
Email: CSpatara@pbcgov.org

E. Travel Expenses

The Contractor agrees to submit billing for travel expenses, in accordance with Section 112.061, Florida Statutes utilizing the official State of Florida reimbursement (DFS-AA-15) forms, and in accordance with Department Procedure 203.001.

F. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

G. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The department will not pay the costs of services provided by the Contractor, which are not deliverables of this contract, and those which fail to meet the requirements for reimbursed, under this Contract.

H. Tax Exemption

The Department agrees to pay for Contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

I. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the

latter of the date the invoice is received or the goods or services are received, inspected, and approved.

2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services Contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care Contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

J. Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after the stated time. Any payment due under the terms of the Contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

K. Contractor Ombudsman

A Contractor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Contractor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

L. Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this Contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.

III. CONTRACT MANAGEMENT

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Shane Phillips, Chief
Bureau of Contract Management & Monitoring
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3957
Fax: (850) (850) 488-7189
Email: Shane.Phillips@fdc.myflorida.com

The Contract Manager will perform the following:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Department and the Contractor;
3. Evaluate the Contractor's performance;
4. Direct the Contract Administrator to process all amendments, renewals, and terminations of this Contract; and
5. Evaluate Contractor performance upon completion of the overall Contract. The evaluation will be a part of the contract management file, and shall be referenced for future procurements, by the department.

The Local Contract Coordinator for this Contract will be:

Roshanda Colebrook-Laguerre, Correctional Services Consultant
Bureau of Contract Management and Monitoring
Florida Department of Corrections
2928 North State Road 7
Lauderdale Lakes, Florida 33313
Phone: 954-375-9973
Fax: 954-497-1568
Email: Roshanda.Colebrook-Laguerre@fdc.myflorida.com

The Contract Manager may delegate the following to the Local Contract Coordinator:

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance; and
3. Review, verify, and approve invoices from the Contractor.

The Quality Assurance Program Manager will be:

Kim Riley, Chief
Bureau of Readiness and Community Transition
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3051
Fax: (850) 410-4559
Email: Kim.Riley@fdc.myflorida.com

The Contract Quality Assurance Program Manager will perform the following functions:

1. Maintain a Contract Quality Assurance file;
2. Serve as the liaison between the Department and the Contractor on quality assurance issues;
3. Monitor the quality of services/programs being provided;
4. Monitor Program Related Performance Measures; and

The Contract Quality Assurance Program Manager may delegate functions to the Local Contract Quality Assurance Coordinator:

1. Monitor the quality of services and programs being delivered through data, site visits and observations;

2. Provide technical assistance to the Contractor; and
3. Communicated with Community Corrections, and the Contractor on Quality Assurance issues;

B. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

Craig Spataro, Manager
Criminal Justice Programs
Palm Beach County Public Safety Department
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401
Telephone: (561) 355-2326
Fax: (561) 355-4941
E-mail: cspataro@pbvgov.org

C. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section **III.**, **CONTRACT MANAGEMENT**, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

IV. CONTRACT MODIFICATION

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section **II.**, C., Submission of Invoice(s), and Section **III.**, **CONTRACT MANAGEMENT**, shall be valid only through execution of a formal Contract amendment.

V. TERMINATION

A. Termination at Will

This Contract may be terminated by the Contractor upon no less than sixty (60) calendar days' notice and upon no less than thirty (30) calendar days by the Department, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contract upon twenty-four (24) hours' notice. Notice shall

be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department’s right to remedies at law or to damages.

D. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

VI. **CONDITIONS**

A. Records

1. Public Records Law

The Contractor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department’s custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Department; and (d) upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), F.S, the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and §119.07(1), F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the custodian of public records at:

**Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun St.**

Tallahassee, Florida 32399
Telephone: (850) 717-3605
Fax: (850) 922-4355
Email: CO.PublicRecords@mail.dc.state.fl.us

2. Audit Records

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.
- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.
- c. The Contractor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in this Contract and **Attachment #2**, and CFO Memorandum #3 (2014-15), which is incorporated herein as if fully stated.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record keeping and documentation as required by the Department and the terms of this Contract. All invoices and documentation must be clear and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than forty-eight (48) hours upon request if stored at a different site location than the address listed on Section III., C., Contractor's Representative, or the address listed in Section II., E., and Official Payee. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. The Contractor must retain all documents for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period.

The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

B. State Objectives

Within thirty (30) calendar days following award of the Contract, the Contractor shall submit plans addressing each of the State's objectives listed below, to the extent applicable to the items/services covered by this Contract.

(Note: Diversity plans and reporting shall be submitted to the MBE Coordinator, Bureau of Contract Management & Monitoring, Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified.)

1. Diversity in Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Contractors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub- Contractors in this Contract. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this Contract.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises.

Information on Certified -Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Diversity in Contracting documentation should identify any participation by diverse Contractors and suppliers as prime Contractors, sub-Contractors, Contractors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority/service-disabled veteran Contractor utilized during the period, commodities and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran Contractor on behalf of each purchasing agency ordering under the terms of this Contract.

2. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), Florida Statutes. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not

applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

3. Products Available from the Blind or Other Handicapped (RESPECT)

The State/Department supports and encourages the gainful employment of citizens with disabilities. 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; and 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 qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

C. Prison Rape Elimination Act (PREA)

The Contractor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor will also comply with all Department policies and procedures that relate to PREA.

D. Procurement of Materials with Recycled Content

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 provisions of Section 403.7065, Florida Statutes.

E. Sponsorship

If the Contractor is a nongovernmental organization, which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Palm Beach Board of County Commissioners, and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

F. Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

G. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

H. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with

Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in completely or in part and the Contractor may be declared ineligible for further Contracts.

I. Indemnification

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

J. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. This shall include, but is not limited to, worker's compensation and general liability coverage. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager written verification of such insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

K. Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

L. Disputes

The Contract Manager shall resolve any dispute concerning performance of this Contract informally. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Director of Administration. The Director of Administration shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager, and the Contract Administrator.

M. Copyrights, Right to Data, Patents and Royalties

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. If the materials that are 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. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or because of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is pending, the Contractor shall have the option and expense to procure for the Department the right to continue use of, replace, or modify the article to render it not infringing. (If none of the alternatives is reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

N. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may with written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Contract. No subcontract, for which the Contractor enters into with respect to performance of any of its functions under this Contract, shall relieve the Contractor of responsibility for the performance of its duties. The Contractor shall make all payments to subcontractors.

If the Contractor utilizes a subcontractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the

Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Penalties are in addition to; actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

O. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

P. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

Q. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

R. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the judicial branch, or a State agency.

S. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor, from discussions with a Department employee. Only those communications that are in writing from the Department's staff identified in Section III., **CONTRACT MANAGEMENT**, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative identified in Section III., C., which are in writing and signed, will be recognized by the Department, as duly authorized expressions on behalf of the Contractor.

T. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

U. Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department, shall be on file and in good standing with the State of Florida, Department of State.

V. MyFloridaMarketPlace Contractor Registration

All Contractors that have not registered with the State of Florida shall go to <http://Contractor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

W. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Contractor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Contractor List.

X. Discriminatory Contractors List

An entity or affiliate who has been placed on the Discriminatory Contractor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under a Contract with any public entity and may not transact business with any public entity.

Y. Governing Law and Venue

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 laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

Z. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

AA. Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. 1320d-8), and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution

of this Contract, which includes and incorporates **Attachment #3**, Business Associate Agreement, as part of this Contract.

BB. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is serviced by the Department, either directly or indirectly, through these services.

CC. Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the Contract is cost effective and in the best interest of the State.

DD. Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, if such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal Contract Amendment.

EE. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Contractor, and any subcontractors, understands and shall comply with, its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

FLORIDA DEPARTMENT OF CORRECTIONS
Community Supervision Program Referral

Date of Referral: _____ Office: _____
Referring Officer: _____ Phone: _____

SECTION I. Referral Information:

Instructions: Section I completed by DC Referring Officer.

A. OFFENDER INFORMATION:

Name: _____ R/S: _____ DC #: _____
Sex Offender: ☐ YES ☐ NO (check appropriate answer) Phone: (H) _____ (W) _____

Comments: _____

B. PROGRAM TYPE (CHECK ONE):

- ☐ Outpatient Substance Abuse Treatment
☐ Aftercare Substance Abuse Treatment
☐ Nonsecure Residential (60 days or less)
☐ Nonsecure Residential (61 days to 1 year)
☐ Long Term Residential (Secure)
☐ SATH-Substance Abuse Transitional Housing
- ☐ Domestic Violence, Anger Management, or Batterer's Intervention Program
☐ Psychological/Mental Health Treatment
☐ Sex Offender Treatment
☐ Probation Restitution Center (PRC)
☐ Prison Diversion Program
☐ Other: _____

PROVIDER NAME: _____

C. PAYMENT: To determine the offender's responsibility regarding payment for treatment, refer to the chart below, based on the offender's personal income, the Federal Poverty Guideline Income level and the number of family members in the household.

- ☐ DC Funded
- ☐ Co-Payment
- ☐ Self-Pay

Persons in family/household	DC Funded (at or below income level)	Co-Payment (income range)	Self-Pay Status (at or above income level)
1	\$11,770	\$11,771-\$15,930	\$15,931
2	\$15,930	\$15,931-\$20,091	\$20,092
3	\$20,090	\$20,092-\$24,252	\$24,253
4	\$24,250	\$24,253-\$28,413	\$28,414
5	\$28,410	\$28,414-\$32,574	\$32,575
6	\$32,570	\$32,575-\$36,735	\$36,736
7	\$36,730	\$36,736-\$40,896	\$40,897
8	\$40,890	\$40,897-\$45,057	\$45,058
Families with more than 8 persons, add \$4,160 for each additional person.			

SECTION II. Evaluation and Treatment Information:

Instructions: Section II completed by program.

- A. EVALUATION DATE: ____/____/____ (APPOINTMENT TIME: ____) OR
REFERRAL CLOSED REASON: ☐ Absconded ☐ Court Action ☐ Deceased ☐ No Show ☐ Termination ☐ Transfer
- B. TREATMENT RECOMMENDED: ☐ YES ☐ NO (☐ Not in Need of Services ☐ Does Not Meet Program Criteria)
WAITING LIST: ☐ YES ☐ NO
- C. TREATMENT START DATE: ____/____/____ OR
TREATMENT NOT RECEIVED: ☐ Refused Services ☐ Pending Court Decision ☐ Was not Sentenced to Program
- D. PROGRAM NAME: _____ PROGRAM TYPE (SELECT FROM I.B.): _____

SECTION III. Termination:

Instructions: Section III completed by program.

- A. TERMINATION DATE: ____/____/____
- B. STATUS: ☐ Successful
☐ Unsuccessful (☐ Rearrest ☐ Offender Request ☐ Unexcused Absence ☐ Uncooperative/Rule Breaking)
☐ Administrative (☐ Court Action ☐ Medical ☐ Expired)
☐ Transfer Transfer Date: ____/____/____ Transfer Vendor: _____

FINANCIAL AND COMPLIANCE AUDITS
Special Audit Requirements

The administration of resources awarded by the Department of Corrections to the Contractor may be subject to audits and/or monitoring by the Department of Corrections, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Corrections. In the event the Department of Corrections determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Contract indicates Federal resources awarded through the Department of Corrections by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Department of Corrections. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Contractor resources obtained from other than Federal entities).
4. The Contractor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://www.cfda.gov/>.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Contractor expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Contract indicates State financial assistance awarded through the Department of Corrections by this Contract. In determining the State financial assistance expended in its fiscal year, the Contractor shall consider all sources of State financial assistance, including State financial assistance received from the Department of Corrections, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- 2. In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the Contractor expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Contractor expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the Contractor's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Contractor should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/> for assistance. In addition the Auditor General's Website can be accessed for information at <http://www.myflorida.com/audgen/>.

REPORT SUBMISSION

- 1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	Shane Phillips, Chief, Bureau of Contract Management & Monitoring	Bureau of Contract Management and Monitoring
Florida Dept. of Corrections	Florida Dept. of Corrections	Florida Dept. of Corrections
501 S. Calhoun Street	501 S. Calhoun Street	501 S. Calhoun Street
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Contractor shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Corrections at each of the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	Shane Phillips, Chief, Bureau of Contract Management & Monitoring	Bureau of Contract Management and Monitoring
Florida Dept. of Corrections	Florida Dept. of Corrections	Florida Dept. of Corrections
501 S. Calhoun Street	501 S. Calhoun Street	501 S. Calhoun Street
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

3. Copies of financial reporting packages required by **PART II** of this Contract shall be submitted by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	Shane Phillips, Chief, Bureau of Contract Management & Monitoring	Bureau of Contract Management and Monitoring
Florida Dept. of Corrections	Florida Dept. of Corrections	Florida Dept. of Corrections
501 S. Calhoun Street	501 S. Calhoun Street	501 S. Calhoun Street
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

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

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letters, or other information required to be submitted to the Department of Corrections pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Contractors, when submitting financial reporting packages to the Department of Corrections for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of **7 years** from the date the audit report is issued, and shall allow the Department of Corrections, or its designee, CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Corrections, or its designee, CFO, or Auditor General upon request for a period of **7 years** from the date the audit report is issued, unless extended in writing by the Department of Corrections.

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EXHIBIT - 1

FUNDS AWARDED TO THE CONTRACTOR PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	*Funding Amount	State Appropriation Category

				Total Award		
--	--	--	--	-------------	--	--

For each program identified above, the Contractor shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://www.cfda.gov/>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the Contractor is clearly indicated in the Contract.

*** This amount is an estimate of the funding amount and subject to change; reference Section III., COMPENSATION, of this Contract.**

Attachment # 1
Page 39 of 43

BUSINESS ASSOCIATE AGREEMENT

This Business Associate ("BA") Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and RESTORE ("Contractor"), (individually, a "Party" and collectively referred to as "Parties").

Whereas, the Department creates or maintains, or has authorized the Contractor to receive, create, or maintain certain Protected Health Information ("PHI,"") as that term is defined in 45 C.F.R. §164.501 and that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended. ("HIPAA");

Whereas, the Department is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule");

Whereas, the Contractor may have access to Protected Health Information in fulfilling its responsibilities under its Contract with the Department;

Whereas, the Contractor is considered to be a "Business Associate" of a Covered Entity as defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate Contract requirements of 45 C.F.R. §164.504(e).

Whereas, in regards to Electronic Protected Health Information as defined in 45 C.F.R. § 160.103, the purpose of this Agreement is to comply with the requirements of the Security Rule, including, but not limited to, the Business Associate Contract requirements of 45 C.F.R. §164.314(a).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions

Unless otherwise provided in this Agreement, any and all capitalized terms have the same meanings as set forth in the HIPAA Privacy Rule, HIPAA Security Rule or the HITECH Act. Contractor acknowledges and agrees that all Protected Health Information that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department's behalf shall be subject to this Agreement.

2. Confidentiality Requirements

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
 - (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;

- (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
 - (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy Rule relating to Contractor Contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.
- C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.
- Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.
- D. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

- 1) any Use or Disclosure of protected health information (including Security Incidents) not permitted by this Agreement or in writing by the Department;
- 2) any Security Incident;
- 3) any Breach, as defined by the HITECH Act; or
- 4) any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

Contractor will without unreasonable delay, but no later than seventy-two (72) hours after discovery of a Breach, send the above report to the Department.

Such report shall identify each individual whose protected health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during any Breach pursuant to 42 U.S.C.A. § 17932(b). Such report will:

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.
 - 2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.
 - 3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.
 - 4) Identify what has been or will be done to mitigate the effects of the Breach; and
 - 5) Provide any other information, including further written reports, as the Department may request.
- E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the Contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).
- F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
- G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.
- H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting Protected Health Information to fulfill its Contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this Contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to offenders under supervision, not to offenders) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.

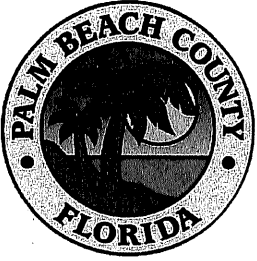
- B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.
- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original Contract between the Department and the Contractor.
- C. **Effect of Termination**
 - (1) Termination of this agreement will result in termination of the associated Contract between the Department and the Contractor.
 - (2) Upon termination of this Agreement or the Contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

- 5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule, the HIPAA Security Rule, and the HITECH Act.
- 6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.
- 7. **Indemnification** - The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys' fees arising out of or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any sub-Contractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.
- 8. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other Contracts between the parties, and shall continue to bind Contractor, its agents, employees, Contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

SETTLEMENT AGREEMENT #581



Department of Public Safety
20 S. Military Trail
West Palm Beach, FL33412
(561) 712-6470
Fax: (561) 712-6490
www.pbcgov.com

Palm Beach County
Board of County
Commissioners
Paulette Burdick, Mayor
Melissa McKinlay, Vice Mayor
Hal R. Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger
Mack Bernard

County Administrator
Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

MEMORANDUM

TO: Paulette Burdick, Mayor
Board of County Commissioners

THRU: Verdenia C. Baker, County Administrator
Board of County Commissioners

THRU: Jon Van Arnam, Deputy County Administrator
Board of County Commissioners

THRU: Stephanie Sejnoha, Director, Public Safety Department *Sejnoha*

FROM: Marianela Diaz, Director, Finance & Administrative Services
Public Safety Department *Marianela Diaz*

DATE: September 25, 2017

RE: Emergency Authorization – Reentry Settlement Agreement

Pursuant to Palm Beach County Administrative Code Section 309.00, your signature is requested for a settlement agreement with the State of Florida, Department of Corrections (DOC) for Purchase Order (PO) AF7DE2 to the Regional and State Transitional Offender Reentry (RESTORE) Program in the amount of \$176,924. The settlement agreement was received on Friday, September, 22th and is due to DOC by September 30th in order to meet their fiscal year end deadline.

The emergency signature process is being utilized because there is not sufficient time to submit this funding request through the regular Board of County Commissioners' agenda process before the due date. Staff will submit the settlement agreement for the Board's review and ratification following receipt of fully executed agreement.

The DOC issued PO AF7DE2 on September 7, 2016 in the amount of \$500,000 with a service period from Oct 1, 2016 through June 30, 2017. Although changes to the PO were requested and approved, DOC did not officially approved a change order. Instead, invoices submitted by the County were paid based on the rates on the original PO. The County incurred a total of \$427,584.04 in eligible expenses but has received only \$250,660.04 in reimbursement by DOC. The settlement agreement reimburses the County for the difference of \$176,924. There is no match required.

If additional information is needed, please contact Marianela Diaz, (561) 712-6476

Approved:

[Signature]
OFMB

[Signature]
Deputy County Administrator

[Signature]
County Attorney's Office

[Signature]
County Administrator

Attachment: Settlement Agreement

Attachment # 2
Page 2 of 5

SETTLEMENT AGREEMENT

The State of Florida, Department of Corrections ("Department") and the Palm Beach County Board of County Commissioners, collectively known as the "Parties," hereby enter into this Settlement Agreement ("Agreement"), on the date indicated below.

WITNESSETH

WHEREAS, the Department has supervisory and protective care, custody, and control of the inmates, building, grounds, property, and all other matters pertaining to facilities and programs for the imprisonment, correction, and rehabilitation of adult offenders in accordance with Section 945.025, Florida Statutes (F.S.);

WHEREAS, the Department issued purchase order AF7DE2 on September 7, 2016 to the Palm Beach County Board of County Commissioners to implement the Regional and State Transitional Offender Reentry (RESTORE) Initiative of Palm Beach County to assist former inmates and offenders, living or returning to Palm Beach County, Florida, with reintegration into the community with overall goals of reducing recidivism and improving public safety, with a service period from October 1, 2016 through June 30, 2017;

WHEREAS, the Department agreed to pay the Palm Beach County Board of County Commissioners increased rates from those outlined in purchase order AF7DE2, but did not complete a change order to officially authorize payment at the increased rates;

AND WHEREAS, the Palm Beach County Board of County Commissioners has submitted revised invoices and documentation for these services being provided to the Department. The service period for payment of the increased rate is from October 1, 2016 through June 30, 2017, totaling \$176,924.00, which the Department has not yet paid.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. SETTLEMENT. The Department acknowledges that the Palm Beach County Board of County Commissioners implemented the RESTORE Initiative, with the expectation of being compensated for such services. Further, the Department acknowledges that a Department representative agreed, in writing, to a rate increase to bring the program's rates more in line with the rates paid to comparable reentry programs. The Palm Beach County Board of County Commissioners and the

Department agree that the value of the rate increase for services provided and documented for payment against this Agreement is \$176,924.00. The Department agrees to pay, and the Palm Beach County Board of County Commissioners agrees to accept, payment in the amount of \$176,924.00 in full and complete satisfaction of all moneys due the Palm Beach County Board of County Commissioners in accordance with the costs included in the supporting documentation referenced in this Agreement. As a result of this payment, the Palm Beach County Board of County Commissioners hereby, releases the Department from all actions, claims, and demands whatsoever, in law, equity, or administrative proceedings, which the Palm Beach County Board of County Commissioners may have as a result of providing such services.

2. REPRESENTATIONS. By executing and fulfilling the terms of this Agreement, each Party acknowledges that it has received reasonable and valuable consideration from the other, in full satisfaction of any obligations owed it, and the Palm Beach County Board of County Commissioners agrees to fully, finally, and forever release and discharge the Department, the State of Florida, and its officers, agents, and employees from any action arising out of, or in any way related to, this Agreement.

3. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and in the event a court finds any particular provision invalid, this Agreement shall be construed in all respects as if such invalid provision were omitted herefrom and were not a part of this Agreement.

4. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes any and all previous verbal or written understanding or agreement.

5. CONSTRUCTION. This Agreement shall be construed and enforced under the laws of the State of Florida, and the Parties consent to Tallahassee, Leon County, Florida, as the proper venue for any actions that may be brought under this Agreement.

6. MODIFICATIONS. This Agreement shall not be modified or amended except by written instrument executed by the Parties.

7. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

8. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, executors, successors, and assigns, upon execution by the Parties and approval by the Chief Financial Officer.

9. WAIVER. No failure of any Party to exercise any rights given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of such Party's right to demand exact compliance with the terms hereof. No waiver shall be deemed to occur unless reduced to writing and specifically acknowledging that it is a waiver.

10. FURTHER COOPERATION. Each of the Parties agrees to execute any additional documentation or instruments as are necessary to carry out the intent and purpose of this Agreement.
11. APPROVAL OF THE CHIEF FINANCIAL OFFICER. This Agreement is subject to the approval of the State of Florida, Chief Financial Officer pursuant to Section 17.03, F.S.
12. COOPERATION WITH INSPECTOR GENERAL. In accordance with Section 20.055(5), F.S., the Palm Beach County Board of County Commissioners understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers on the date indicated below.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED BY: Paulette Burdick
NAME: Paulette Burdick
TITLE: Mayor
DATE: 9/25/17
FEIN# 59-6000785

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: [Signature]
NAME: Kimberly Banks
TITLE: Chief Financial Officer
DATE: 9/26/17

SIGNED BY: [Signature]
NAME: Kenneth S. Stealy
TITLE: General Counsel
DATE: 9/26/17