

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

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|----------------------------|---|-----------|------------------------------|----------------|
| Meeting Date: June 5, 2018 | <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 receive and file: an amended term purchase order (B216E5) for \$500,000 for contractual reentry services from the Florida Department of Corrections (FDC) for the service period of November 1, 2017 through June 30, 2018.

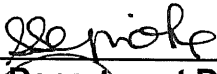
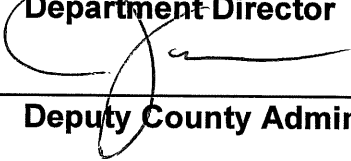
Summary: The FY2017-18 General Appropriations Act provided \$500,000 in non-recurring general revenue funds to the Palm Beach County Board of County Commissioners. The funding is for reentry services (case management, support services, transitional housing, substance abuse and mental health treatment, etc.) for former inmates and offenders returning to Palm Beach County from the FDC through the Regional and State Transitional Offender Reentry (RESTORE) Initiative. The original purchase order was amended to clarify the invoicing process and reimbursement requirements. Countywide (LDC)

Background and Justification: The FDC issued Palm Beach County an amended term purchase order for contractual services. The amended 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 original purchase order was effective on November 1, 2017. The amended purchase order completed the internal review process via the MFMP system and was submitted to Palm Beach County electronically and became effective on March 6, 2018.

Attachments:

- 1) Amended Term Purchase Order from the FDC (B216E5)

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|-----------------|---|---------|
| Recommended by: |  | 5/9/18 |
| | Department Director | Date |
| Approved By: |  | 5/16/18 |
| | 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 | | | | | |
| External Revenues | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| Net Fiscal Impact | * | | | | |

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 Dept. 662 Unit 5699 Obj. VAR

Rev No: Fund 1436 Dept. 662 Unit 5699 Rev. 3129

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

Grant:FDOC B216E5 (Replaces B20D51)

Fund: Justice Service Grant Fund

Unit: Adult Reentry

*No additional fiscal impact.

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

[Signature] 5/14/18
OFMB 5/11/18

[Signature] 5/15/18
Contract Administration 5/15/18

B. Legal Sufficiency:

[Signature] 5/16/18
Assistant County Attorney

C. Other Department Review:

Department Director

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, 2018.

B. General Service Description/Purpose

The FY2017-18 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 reentry program. The reentry program includes Pre-Release and Post-Release Outreach and Orientation services, Risk/Needs Assessment, Pre-Release and Post-Release Case Management, Plan of Care, transitional housing assistance, assistance in obtaining records, employment assistance, and other services based on program participant need and willingness to participate. The target population for this program will be active inmates and recently released inmates from a Florida Department of Corrections ("Department") institutions/facilities convicted in and returning to Palm Beach County, Florida.

The Contractor, shall partner with Sago Palm Re-Entry Center, The Lord's Place, Gulfstream Goodwill Industries and the Riviera Beach Re-entry Center to implement the Regional and State Transitional Offender Re-Entry (RESTORE) Initiative of Palm Beach County.

The RESTORE shall target 600 medium to high risk inmates being released from Department's institutions/facilities and/or ex-offenders, who may or may not be under the supervision of the Department, convicted in and returning to Palm Beach County to provide reentry services which support a 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 Contractual Purchase Order, the Contractor shall provide the services described in this 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 Contractual Purchase Order 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 this Contractual Purchase Order 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 Department's 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 Contractual Purchase Order, shall be the sole point of contact for all communications relating to the Contractor's performance and administrative responsibilities under the Contractual Purchase Order, 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 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 2 hours of the occurrence. If a non-urgent administrative problem occurs, the Contractor shall notify the Contract Manager, or designee within 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 while 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 Contractual Purchase Order, the Department will provide a copy of all Department reporting forms, as necessary, to comply with Section I., M., 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, 2018.
6. The Department shall complete Section I of the Community Supervision Program Referral Form, DC5-404 (**Attachment II**) or other approved Department Referral Form referring the program participants to RESTORE, enter the information from Section I or from other approved Department Referral Form into the Offender Based Information System (OBIS), and forward a copy of the form to the Contractor.
7. The Department shall enter the information from Section II of the DC5-404 or other approved Department Referral Form (**Attachment II**) 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 Contractual Purchase Order 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 Contractual Purchase Order 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 Re-entry 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 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 Department's Contract Manager, or designee, within 7 calendar days of the execution of this Contract.

H. Contractor Responsibilities:

1. The Contractor shall provide reentry program services for medium to high-risk inmates releasing from Department of Correction's institutions/facilities and/or formerly incarcerated individuals, who may or may not be under the supervision of the Department of Corrections, convicted in and 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 this Contractual Purchase Order.
4. The Contractor shall submit to the Department's 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 Contractual Purchase Order.

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 convicted in and returning to Palm Beach County to reside;
 - b. Be at least 18 years of age; and

- c. 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 | With permission by RESTORE Program Manager |
| Low/Moderate | 14-23 | Yes |
| Moderate | 24-33 | Yes |
| Medium/High | 34-40 | Yes |
| High | 41-47 | Yes |

2. Referrals: The Department shall complete Section I of the DC5-404 (**Attachment II**), or other approved Department Referral Form, enter the information into OBIS, and send a copy to the Contractor. The Local Quality Assurance Manager, or designee, shall complete the Referral Form, enter the 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 approved Referral Form is maintained by the Contractor.
3. Enrollment: The Contractor shall enroll eligible program participants, by completing Section II of the DC5-404 or other approved Department Referral Form, send a copy to either the referring probation officer or the Local Quality Assurance Manager, or designee, within 5 calendar days for entry into OBIS. Offenders under the supervision of the Department or inmates released from Department institutions/facilities shall receive priority for enrollment and services.
4. Discharge: The Contractor shall complete Section III of the DC5-404 (**Attachment II**) or other approved Department Referral Form 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 5 calendar days 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.

Program participants may be discharged from the program successfully, unsuccessfully, or administratively as follows:

a. Successful Discharge

A program participant must meet all of the following criteria to be successfully discharged from the re-entry program:

- 1) The program participant must have successfully complied with all program requirements;
- 2) The program participant must have made satisfactory progress toward the goals of her/his Plan of Care; and
- 3) The program participant must have obtained maximum benefit from the program as determined by her/his case manager.

b. Unsuccessful Discharge

A program participant may be unsuccessfully discharged from the program when the discharge is a result of any of the following:

- 1) Violation of program rules;
- 2) Failure to meet the requirements of a successful discharge as outlined above; or
- 3) A maximum of 3 unexcused absences from scheduled re-entry appointments.

The decision to unsuccessfully discharge a program participant shall be made by the primary case manager in consultation with the supervising probation officer, if applicable, based on reasons stated above. The supporting rationale shall be documented in the program participant's case file.

c. Administrative Discharge

An administrative discharge implies neither success nor failure in the program. Some of the reasons for which a program participant might be administratively discharged from the program include, but are not limited to:

- 1) A medical or mental health condition which prohibits a program participant from participation in the program;
- 2) A determination that the program participant is not in need of re-entry services;
- 3) Expiration of the program participant's sentence;
- 4) Death of the program participant; or
- 5) Other approved reasons outside of the control of the program participant or program and unrelated to program compliance.

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, or other approval Department Referral Form provided on their behalf and the information from Section's I and II entered into OBIS.

J. Services to be Provided

The Contractor shall subcontract with The Lord's Place, Gulfstream Goodwill Industries, and the Riviera Beach Re-entry 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 Contractual Purchase Order. These subcontracts do not, relieve the Contractor of its duties and responsibilities to provide services, described in the Contractual Purchase Order. The Contractor shall report the aggregate number of referrals to partners for services, on both the Monthly and the Quarterly Improvement Reports.

The Contractor shall reimburse sub-contractor for support services for enrolled participants when provided documentation that supports these services is provided monthly with the monthly invoice until the maximum costs, as defined in Section II. COMPENSATION, are exhausted. The Contractor shall provide a copy of the subcontracts for these services, to the Detriment's Contract Manager, or designee, for review and approval within 30 calendar days of execution of this Contractual Purchase Order. Subcontracts shall include, at a minimum, a description of services, address releases of information, confidentiality, program policies, and the requirements for maintenance of records, acceptable documentation for billing and invoicing, e-verify requirement (as stated in this Contractual Purchase Order), cooperation

with the Office of the Inspector General requirement (as stated in this Contractual Purchase Order) and a provision stating that all subcontractors will adhere to the terms and conditions on this Contractual Purchase Order. The Contractor shall invoice the department for payments to the sub-contractor when documentation has been provided evidencing, services where provided for an enrolled program participant.

In the delivery of services under this Contractual Purchase Order, the Contractor shall be responsible, based on program participant need and willingness to participate, for the following tasks:

1. Outreach and Orientation: The Contractor may provide initial outreach activities for pre-release program participants that are within 3 years of release and post-release services to those within 12 months of release. May provide services to offender family members or formerly incarcerated offenders convicted in and returning to Palm Beach County, to determine their need and willingness to participate, in transitional services. Outreach and orientation activities may include informational session(s) and/or other outreach activities, such as telephone contact or mailing efforts to determine and develop program participant's interest in the RESTORE program. Outreach activities shall include at least a 30-minute session in which information about the program services and aiding the identified pool of program participants in developing their interest in utilizing the services available through RESTORE, are provided. The Contractor shall maintain an Attendance Sign-in Sheet for all Outreach and Orientation meetings. The Contractor shall maintain an Outreach Activities Log for all approved outreach activities. The approved, program participant Attendance Sign-in Sheet and Outreach Activities Log shall be submitted each month with the monthly invoice. Outreach activities are at no cost to the Department except for Outreach and Orientation meetings at least 30 minutes in length. Reimbursement is for each meeting occurrence that meets the aforementioned requirements and is not calculated by meeting length or number of instructors.
2. Case Management: The Contractor shall provide case management by a qualified case manager for each program participant based on individual needs and willingness to participate, for the duration of the Contract, unless the program participant has been terminated from the program. Case management shall be conducted with a program participant-centered approach that takes into consideration the most pressing of the program participant's needs. Every participant will receive, at a minimum, a Needs Assessment and Plan of Care during the first 30-days of enrollment. Case management shall include: Needs Assessment, Plan of Care and Follow-up/Plan Review.
 - a. Needs Assessment: The Contractor shall assess the needs of eligible program participants using the Level of Service Inventory revised (LSI-r). A case manager shall deliver the assessment. The minimum time utilized for conducting a needs assessment of the program participant's needs shall be forty-five (45) minutes. The Contractor will document the assessment for each program participant and place it in the program participant's case file and enter it into the approved information management system. The Needs Assessment shall be completed within 30 days from the program enrollment date. When a program participant is newly enrolled after being discharged, a new needs assessment is required within 30 days of the new enrollment date. The Activity Sign-in Log must be signed by the participant and the staff member conducting the assessment. The Activity Sign-in Log shall be submitted each month with the monthly invoice.

- b. Plan of Care: The Contractor shall develop a Plan of Care for each program participant through a case manager, based on individual need and willingness to participate, that will facilitate successful completion of supervision and assist the program participant in successful re-entry to the community. The plan will be participant centered and conducted through an in-person, one-to-one interview. The plan shall identify goals, including but not limited to the following: criminal thinking, substance use, correctional supervision responsibly, family reunification, compliance with court mandates, housing, transportation, job placement and future employment and educational goals and improvement of life skills that will assist the program participant in avoiding crime, engaging in pro-social community activities and in meeting family responsibilities. Each individualized Plan of Care shall be documented in the program participant's case file and entered into the approved information management system. The Plan of Care shall be completed within 30 days from the program enrollment date. When a program participant is newly enrolled after being discharged, an additional new plan of care is required within 30 days of the new enrollment date. The Activity Sign-in Log must be signed by the participant and the staff member preparing the Plan of Care. The Activity Sign-in Log shall be submitted each month with the monthly invoice.

- c. Follow-Up/Plan Review: The Contractor will ensure a qualified case manager meets individually with each program participant at least monthly to evaluate and discuss the program participant's performance and progress in the program. A plan review session consists of a phone and/or face-to-face contact between the program participant and the primary case manager. Verbal feedback will be provided, and written documentation of the case management review shall be maintained. All follow-up case notes shall be documented utilizing the approved information management system. The minimum time utilized for conducting a follow-up of the program participant's needs shall be a minimum of 30 minutes. The Contractor will document the follow-up for each program participant and place it in the program participant's case file and enter it into the approved information management system. Documentation of the Follow-up/Plan Reviews shall consist of a case note in the case file stating, the date, the time of the contact (length of time), describe program participant progress, and describe any changes to the Plan of Care. The provider may charge in 30-minute increments and offer multiple sessions per day per client. If a client receives more than 4 sessions in one day, the Contractor shall provide case notes for the additional sessions documenting the need and the outcome.

- d. Family Reunification: The Contractor shall provide program participants with family reunification classes and services to assist with successful family reunification based on the participant's needs and willingness to participate. The Contractor shall provide the Contract Manager, or designee, a current copy of the program content upon execution of this Contract. The Contractor will document contact with each program participant, place it in the program participant's case file, and enter it into the approved information management system. The Contractor shall provide Family Reunification Workshops providing educational classes designed to address communication, co-parenting, relationships, discipline, work family balance and fatherhood initiatives. Each workshop shall have a maximum of 15 participants per group. The Contractor shall maintain an Attendance Sign-in Sheet for each workshop. The Contractor shall submit with the monthly invoice all associated Attendance Sign-in Sheets.

- e. Career Development/Life Skills: The Contractor shall provide a program that covers career development and life management skills necessary for successful re-entry

based on the participant's need and willingness to participate. The Contractor shall maintain an attendance sign in sheet for all Career Development/Life Skills classes and completion of this course shall be reflected in the approved information management system. The Contractor may provide a monetary incentive-based structure to encourage program participants to complete the Career Development/Life Skills course. The Contractor shall submit with the monthly invoice all associated attendance sign in sheets and receipt log of incentive distribution to participant.

- f. Education Preparation Class: The Contractor shall provide through referral basic academic instruction to program participants to improve basic literacy skills based on program participant need and willingness to participate. The Contractor shall provide the Department's Contract Manager, or designee, a current copy of the program content upon execution of this Contract. Completion of this training shall be reflected in the Approved information management system. Services shall include testing to determine academic level along with preparation classes to increase participant's level of literacy.
- g. Transitional Housing Assistance: The Contractor shall provide housing assistance through direct service or through referral based on individual need and willingness to participate. Rental assistance may be provided for a limited time to assist participants in establishing a stable environment. The need and referral for housing assistance shall be reflected in the plan of care and approved information management system.
- h. Financial Assistance in Obtaining Records: The Contractor shall provide assistance to program participants regarding the cost to obtain Birth Certificates, Social Security Cards, Driver's License and/or Florida Identification Card and, if required, Selective Service Registration or other needed 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 Department's Contract Manager, or designee, for approval within 14 calendar days, of the execution of this Contractual Purchase Order. 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 Contractor 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.
- i. Employment Assistance: The Contractor shall provide employment assistance, based on program participant need and willingness to participate, to include, but not be limited to:

- a) Employability Skills Assessment: The Contractors shall provide an employment assessment to each program participant that is returning to Palm Beach County to determine the prospective job and industries the program participant may be qualified for. The Contractor will document the assessment for each program participant and place it in the program participant's case file and enter it into the approved information management system. The assessment may be delivered in a pre or post release setting.
- b) Employment Workshop: The Contractor shall provide an Employment Workshop to program participants that are returning to Palm Beach County, based on the program participant's need and willingness to participate. The Employment Workshop may include Workplace Conflict, Job Retention Techniques and Job Search Best Practices. Each Employment Workshop shall include a maximum of fifteen program participants per occurrence. The Contractor shall work closely with the Department's Contract Manager, or designee, to identify eligible program participants. The Contractor shall maintain an attendance sign in sheet for each Employment Workshop event and must be signed by the staff member responsible for the event. The Contractor shall submit the attendance sign in sheet with the monthly invoice.
- c) Employability Skills: The Contractor shall provide, based on program participants need and willingness to participate, skill training and assistance in obtaining employment and job retention. The Contractor shall provide the Contract Manager, or designee, a current copy of the program content upon execution of this Contract. Completion of this training shall be reflected in the approved information management system.
- d) Vocational Training: The Contractor may refer program participants for job related training based on the program participant's need for training in a specific field and to provide the participant with the skills and certification necessary for employment in an occupation. The Contractor may provide Forklift Certification Training and Commercial Driver's License Training for Pre-Release participants. The Instructor for the Forklift Certification must hold Forklift Certification themselves. The Contractor must use state approved curriculum for certificate programs.
- e) Job Placement: The Contractor shall provide, based on program participant need and willingness to participate, job coaching and job placement services for program participants. Job placement shall be reflected in the PBS Reentry Network (RENEW) system and reported monthly. Documentation should include, but not limited to, company name, hourly rate, and start date, date of termination, and reason for termination.
- f) 90-Day Employment Incentive: The Contractor shall provide a monetary incentive-based structure to encourage program participants to remain employed for at least 90 days. The employment must be full- or part-time for a continuous 90-day period at one employer. The Contractor shall submit each month with the monthly invoice documentation that reflects the participants signature acknowledging receipt of the incentive, company's name, hourly rate, start date, pay stubs for the 90-day period, and if applicable, date of termination, and reason for termination.

- j. Transportation: The Contractor shall provide daily bus passes, monthly bus passes and/or Tri-Rail passes to program participants based on program participant need.
- k. Substance Abuse Education and Mental Health Treatment Assistance: The sub-contractors will refer clients to officially licensed Substance Abuse and Mental Health providers and be invoiced for the assessments or treatment services upon delivery of the service. The Contractor shall provide substance abuse referral services, based on program participant need and willingness to participate, to include, but not limited to, assessment and/or reassessment, outpatient, day treatment, residential treatment, workshops or support groups, mental health screening, medication, family support, and respite care. Substance Abuse Education and Mental Health treatment activities shall include at least a 60-minute session. If applicable, the Contractor shall notify the supervising Probation Officer and Department's Contract Manager or designee within three working days of participant no shows. The Contractor shall document no show information in the approved information management system case notes. The program participant attendance sign in sheet shall be submitted each month with the monthly invoice.

Mental Health treatment activities shall include at least a 60-minute session. If applicable, the Contractor shall notify the supervising probation officer and Department's Contract Manager or designee within three working days of participant no shows. The Contractor shall document no show information in the Approved information management system case notes. The program participant attendance sign in sheet shall be submitted each month with the monthly invoice.

- l. Substance Abuse Education and /or Mental Health Staffing and Qualifications: The Contractor shall utilize a Chapter 491, Florida Statutes, Licensed Clinical Social Worker, Licensed Clinical Counselor or Licensed Counselor with mental health and addiction treatment experience. The Contractor shall document that all staff has adequate education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines. The Contractor shall also ensure staff competence and sensitivity in providing treatment to persons of diverse cultural backgrounds. Every effort shall be made to hire staff that is responsive to the needs of minority individuals. The Contractor may be required to participate in staff training authorized by the Department.
- a) Mental Health Assessment: For participants determined to need mental health assessment and willingness to participate, the Contractor shall provide the participant with an appropriate referral for services. The need and referral for mental health assessment shall be reflected in the plan of care and approved information management system.
- b) Mental Health Counseling: Counseling sessions are utilized to address mental health related disorders based on individual need and willingness to participate. The number of groups attended by an individual per week, shall be based on individual clinical need determined through the assessment and reassessment process. The frequency of group participation shall be reflected on the Plan of Care. The number of groups attended by an individual may increase or decrease depending on clinical need.

- m. Medical Assistance: The Contractor shall provide assistance to program participants regarding the cost to obtain emergency medical assistance or medication. The Vendor shall refer program participants, based on individual need and willingness to participate, to community resources for medical assistance or medication.
- n. Employment Assistance: The Contractor shall provide to program participants, if applicable, job related supplies may not be limited to work clothes, tools, safety equipment.
- o. Database Documentation: The Contractor shall document services, based on participants need and willingness to participate, as they are provided. The Contractor shall input program participant information into the approved information management system, or other approved case management system used by the Contractor, to document services delivered. Each record shall contain at a minimum, a comprehensive needs assessment and reassessment, if appropriate, a Plan of Care, follow-up/plan review notes case notes.
- p. Toiletries: The Contractor shall provide, if necessary, basic health and grooming supplies (soap, towels, deodorant, toothpaste, etc.) to ensure clients that are transitional from incarceration have their basic hygiene needs met.
- q. Peer Support Groups: The Contractor shall provide a Peer Support Group to program participants that are returning to Palm Beach County, based on the program participant's need and willingness to participate. The Peer Support Group shall include facilitated discussions with a certified trained peer navigator (Peer Specialist or Peer Mentor must obtain Certified Recovery Peer Specialist certification within 6 months of contract execution date), not on active supervision with the Department, about transition issues and challenges. The Contractor shall provide the Department's Contract Manager, or designee, a current copy of the program content upon execution of this Contractual Purchase Order. Completion of this training shall be reflected in the approved information management system. The Contractor shall maintain an attendance sign in sheet for each Peer Support event and must be signed by the participant and staff member responsible for the event. The Contractor shall submit the attendance sign in sheet with the monthly invoice.

Minimum requirements for peer navigators:

- Requires excellent verbal and communication skills.
- If eligible, holds, or is willing to obtain Certified Recovery Peer Specialist (CRPS) certification with the Florida Certification Board.
- Upholds to the highest ethical standards and SAMHSA's Core Competencies.
- Demonstrates a working knowledge and ability to model recovery values including hope, education, self-advocacy, personal responsibility and support.
- Familiarity with local social service agencies, community resources, and support services.
- Requires ability to maintain confidentiality of all information.
- Requires basic knowledge of Microsoft Word, internet software and a web-based database.

- r. Discharge Summary: The Contractor shall prepare a written Discharge Summary for each program participant discharged from the program and submit the discharge report to the Contract Manager or designee within ten calendar days of discharge, regardless of the type of discharge. This discharge report must specifically state under

what status the program participant was discharged from the program (successful, unsuccessful, or administrative), must identify any programs the program participant participated in while in the program, and must outline an aftercare plan and/or further transition recommendations.

All the above activities and services shall be in accordance with all Department of Corrections' policies and procedures, applicable federal and state laws, rules, regulations, both current and/or revised.

3. Other Support and Services: The Contractor shall subcontract with community agencies who shall provide family reunification, life/skills, bus passes, training, educational services and other support services which supports program goals, based on participant needs, as reflected in Individualized Plan of Care.
4. 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 Plan of Care. Copies of subcontracts shall be provided to the Contract Manager, or designee, for review and approval within 30 calendar days of the execution of this Contractual Purchase Order. 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 (anything given, a policy must be given, to say, yes, I understand and then at the end, say yes received) The policy shall be submitted to the Department's Contract Manager, or designee, for review and approval within 30 calendar days of execution of this Contractual Purchase Order. Both the Contractor and the sub-contractor's 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.
5. 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 sub-contractors maintain case records, as required by the Contractual Purchase Order. 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.

Case file shall include, at least the following documentation:

- a. A Needs Assessment;
- b. A Plan of Care;
- c. Progress notes/case notes, in chronological order, documenting interactions with program participant;
- d. Case Plan Reviews, at required intervals;
- e. Follow-up information;
- f. Acknowledgements of policies and procedures;
- g. Acknowledgement of Services; i.e. housing, food, work readiness supplies, etc.

- h. Referrals to other services and/or providers, if necessary.

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 I., E., Confidentiality.

6. 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:
 - a. Program participant's name;
 - b. DC#;
 - c. Birthdate;
 - d. Information relating to the criminal history;
 - e. Race;
 - f. Gender;
 - g. Age;
 - h. Home Address;
 - i. Contact Number;
 - j. Alternate Contact, as appropriate;
 - k. Emergency Contact Information (Name and Contact Number);
 - l. Assigned Correctional Institution (pre-release program participants)
 - m. Documentation of attendance at all program services, etc.
 - n. Documentation of all services, encounters, training, classes, activities, incidents and grievances;
 - o. Documentation of all referrals made to community service providers and follow-up documentation; and
 - p. Case progress notes, including dates, and case manager or designated staff person's signature.
7. Information System Requirements: The Contractor's information system shall meet the following requirements:
 - a. Provide for data confidentiality and security;
 - b. Include a disaster recovery plan, i.e. system back-up and restore; and
 - c. Include a plan for storage, maintenance, and destruction.
8. 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:

- a. Tracking and trending of program outcomes of services, outlined in Section I., I., Program Eligibility Criteria, Referrals, Enrollment and Discharge, and the Performance Measures in Section I., N., Performance Measures and Financial Consequences;
- b. Develop action plans to improve or correct performance; and

- c. Conduct at least 1 meeting in-person or by conference call per quarter between the Contractor, program partners, and sub-contractors 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.

K. 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 Department's 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 Contractual Purchase Order.
- 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 Contractual Purchase Order, 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 Contractual Purchase Order, 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 Department's 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 Contractual Purchase Order.
 - 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 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 sub-contractor staff providing services under the Contractual Purchase Order 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 Contractual Purchase Order.
- f. Minimum requirements for case managers:
 - Bachelor's Degree in social work, psychology, criminal justice, mental health counseling or related field
 - Valid Florida Driver's License
 - Training in Motivational Interviewing
 - Maintain professional demeanor at all times
 - Excellent verbal and written communication skills
 - Ability to learn and use the RENEW database to document case notes
 - LSI-r Certified
 - Excellent time management, problem solving and organizational skills

g. Essential duties for case managers:

- Provide assessments and conduct screenings to identify individuals that meet the qualifications of the program.
- To advocate on behalf of the participants for other services within the community. This includes coordinating with substance abuse providers, providing life skill classes, job skill assessment and training, off-site counseling services, and any other services deemed necessary to resolve a participant's homelessness.
- Collect and provide all necessary documentation for reporting and audit purposes.
- Track all participants' services for the purpose of measuring the success of the program in accordance with program goals and objectives, grant compliance and government regulations.
- Attend Reentry meetings with other community partners as requested.
- Observe and protect confidentiality requirements with all cases.
- Consult with family members, parents, school officials, social services and mental health professionals, and probation officers if any, to identify nature and causes of social and behavioral problems related to drugs and crimes.
- Maintain accurate and up-to-date documentation on client participation in the case files.
- Establish short and long-term goals with clients with follow-up achievement.

3. Staffing and Scheduling

The Contractor shall schedule staff, in accordance with the below described requirements: The Contractor shall provide to the Contract Manager or designee, an organizational chart outlining the structure of authority, responsibility, and accountability for the program.

4. Staff Background/Criminal Record Checks

- a. The Contractor's staff /sub-contractor 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/sub-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/ sub-contractor shall not permit any individual to provide services under this Contractual Purchase Order 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 Contractual Purchase Order.
 - 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 Contractual Purchase Order.
 - 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 2 years. The Contractor shall make a full written report to the Contract Manager within 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 \$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.
5. Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Vendor 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 Vendor to perform employment duties pursuant to the Contract, within Florida; and all persons, including Sub-Vendors, assigned by the Vendor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Vendor shall include a provision in all Sub-Contracts that requires Sub-Vendors 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 Vendor to perform work or provide services pursuant to this Contract with the Department.

6. Program Support for Vendor

The Vendor shall follow the conditions set forth in Section II. COMPENSATION, and provide supporting documentation with the monthly invoice when requesting reimbursement for office supplies and copier expense. All program support services expenses for the Vendor shall be in accordance with all Department of Corrections' policies and procedures, applicable federal and state laws, rules, regulations, both current and/or revised.

L. 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 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 last 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 last 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 I, M., Performance Measures and Financial Consequences, 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 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 Contractual Purchase Order, the Contractor shall provide to the Department's Contract Manager documenting a positive return on investment to the state from the Contractor's project and from funds provided under this Contractual Purchase Order. This report shall be provided to the Department's Contract Manager within 30 days, after the end of each quarter, until the Contractor is instructed by the Department's Contract Manager that no further reports are needed. All reports shall be submitted to Sarah McDonald at Sarah.McDonald@fdc.myflorida.com.
5. Report to Legislature: By November 1, 2017, all re-entry programs funded in Specific Appropriation 751 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.

M. 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 Contractual Purchase Order terms and conditions upon execution of the Contractual Purchase Order and the Department may monitor the Contractor’s service delivery beginning the second month after implementation of services to ensure that Contractual Purchase Order 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, Program Eligibility Criteria, Referrals, Enrollment and Discharge, I., J., Services to be Provided, and I., K., General Reporting Requirements, to the Contract Manager (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 K., Program Eligibility Criteria, Referrals, Enrollment and Discharge, I., Services to be Provided, J and K., General Reporting Requirements, 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 – Annual Comprehensive Program Evaluation

- Outcome: The Vendor shall meet the contractual obligations noted on the Annual Comprehensive Program Evaluation, completed by the Department.
- Measure: On an annual basis, the Department will conduct this evaluation, and a percentage of compliance will be noted.
- Standard: At a minimum 80% compliance is required.
- Consequence: One percent (1%) of the fiscal year Contract value will be assessed if this score is below 80%.

By execution of this Contractual Purchase Order, the Contractor hereby acknowledges and agrees that its performance under the Contractual Purchase Order 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 Contractual Purchase Order.

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 Department's Contract Manager, payable to the Department in the appropriate amount within 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 60 days of notice will be deducted from amounts then due the Contractor.

N. Deliverables

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

1. Services as specified in Section I., J., Services to be Provided.

O. Monitoring and Evaluation Methodology

The Department's Contract Manager or designated Department staff will perform monitoring semi-annually during the term of the Contractual Purchase Order 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 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 Contractual Purchase Order; 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 Contractual Purchase Order. The monitoring tool will be utilized in review of Contractor's performance and Contractual Purchase Order 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 Department’s Contract Manager within 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 30 days of the original monitoring visit, at which time full compliance must be met. Failure to correct deficiencies after 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, 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.**

CASE MANAGEMENT SERVICES - Provided by Contractor (The Lord's Place, City of Riviera Beach or Gulfstream Goodwill). The Contractor may reimburse subcontractors when provided documentation and evidence to support services are for enrolled offenders. Case Management services shall remain available until the maximum costs are exhausted.

The Lord’s Place

| Category | Service | Rate | Requirements |
|--|---|---|---|
| Pre- or Post-Release Outreach and Orientation | Client and/or Family Outreach and orientation | \$75.00 per session | Pre-release- Must be within 3 years of release; Post-Release- Must be within 12 months of release; may only charge once for each client |
| Pre- or Post-Release Case Management: Needs Assessment | Identify Basic Needs | \$105.00 per assessment | Must be completed within 30 days of enrollment. |
| Pre- and Post-Release Case Management Plans of Care | Establishment of short- and long-term goals for | \$75.00 per transition plan | Must be completed within 30 days of enrollment. |
| Pre-or Post-Release Case Management: Follow-up/Plan Review | Motivational Interviewing; transition planning; navigation of goals | \$74.00 per session 30-minute session. May offer multiple sessions per client per day . | Minimum of 30 minutes per session; |
| Post-Release Peer Support Groups | Facilitation of peer support groups | \$25.00 per participant | Maximum of 15 participants per group |

Riviera Beach

| Category | Service | Rate | Requirements |
|--|---|---|---|
| Pre- or Post-Release Outreach and Orientation | Client and/or Family Outreach and orientation | \$81.00 per session | Pre-release- Must be within 3 years of release; Post-Release- Must be within 12 months of release; may only charge once for each client |
| Pre- or Post-Release Case Management: Needs Assessment | Identify Basic Needs | \$163.00 per assessment | Must be completed within 30 days of enrollment. |
| Pre- and Post-Release Case Management Plans of Care | Establishment of short- and long-term goals for | \$163.00 per transition plan | Must be completed within 30 days of enrollment. |
| Pre-or Post-Release Case Management: Follow-up/Plan Review | Motivational Interviewing; transition planning; navigation of goals | \$81.00 per 30-minute session. May offer multiple sessions per client per day | Minimum of 30 minutes per session; |
| Post-Release Peer Support Groups | Facilitation of peer support groups | \$81.00 per participant | Maximum of 15 participants per group |

Gulfstream
Goodwill

| Category | Service | Rate | Requirements |
|--|---|---|---|
| Pre- or Post-Release Outreach and Orientation | Client and/or Family Outreach and orientation | \$95.00 per session | Pre-release- Must be within 3 years of release; Post-Release- Must be within 12 months of release; may only charge once for each client |
| Pre- or Post-Release Case Management: Needs Assessment | Identify Basic Needs | \$110.00 per assessment | Must be completed within 30 days of enrollment. |
| Pre- and Post-Release Case Management Plans of Care | Establishment of short- and long-term goals for | \$129.00 per transition plan | Must be completed within 30 days of enrollment. |
| Pre-or Post-Release Case Management: Follow-up/Plan Review | Motivational Interviewing; transition planning; navigation of goals | \$93.00 per 30-minute session. May offer multiple sessions per client per day | Minimum of 30 minutes per session; |
| Post-Release Peer Support Groups | Facilitation of peer support groups | \$88.00 per participant | Maximum of 15 participants per group |

DIRECT CLIENT SUPPORT SERVICES - Provided to clients through Contractors (The Lord's Place, City of Riviera Beach or Gulfstream Goodwill). The Contractor may reimburse subcontractors when provided documentation and evidence to support services are for enrolled offenders. Support services shall remain available until the maximum costs are exhausted.

| <u>Category</u> | <u>Service</u> | <u>Rate</u> | <u>Requirements</u> |
|--|---|-----------------------------------|---|
| Post-Release 90-Day Employment Incentive | Job Retention for at least 90-Days Continuously at One Employer | \$50.00 per participant | May only receive once; participant must sign acknowledgement of receipt of incentive; co name, hourly rate, start-end dates, pay stubs for 90-day period required |
| Post-Release Transportation | Monthly Bus or Tri-Rail Passes | \$50.00 per participant per month | \$150.00 maximum per participant; Maximum amount can be increased with approval by local contract manager. |
| Post-Release Ancillary Employment Services | Job related supplies (e.g., work boots, clothes, safety glasses, vests and tools) | \$300 max per participant | Maximum amount can be increased with approval by local contract manager. |
| Post Release Toiletries and Clothes | Basic hygiene products and clothing | \$100 max per participant | Maximum amount can be increased with approval by local contract manager. |
| Post-Release Emergency Medical Financial Assistance | The Contractor shall provide assistance to program participants regarding the cost to obtain emergency medication or assistance. The Contractor shall refer program participants, based on individual need and willingness to participate, to community resources for medical assistance or medication. | \$500 max per participant | Max amount can be increased with local Contract Manager approval |
| Pre- or Post-Release Financial Identification Assistance | Purchasing birth certificate, driver license and/or Florida identification card; and/or selective service registration or other needed information | \$250.00 max per participant | \$250 maximum per participant to include driver improvement classes |

CLIENT SUPPORT SERVICES- OUTSIDE AGENCIES - Provided to clients through Contractors (The Lord's Place, City of Riviera Beach or Gulfstream Goodwill) utilizing outside agencies. The Contractor may reimburse subcontractors when provided documentation and evidence to support services are for enrolled offenders. Support services shall remain available until the maximum costs are exhausted.

| Category | Service | Rate | Requirements |
|---|---|--|--|
| Post-Release Education Preparation Class | Academic Instruction to Improve Basic Literacy (GED Instruction) | \$195.00 maximum per participant (\$128 full battery of GED tests) (\$32 each GED section) (\$12 retest per GED content area) (\$30 tuition fee- GED Prep) | Maximum amount can be increased with approval by local contract manager. |
| Post-Release Substance Abuse Assessments | Assessment used to address severity of problems. | \$80 per assessment | |
| Post-Release Substance Abuse Education | Educational classes designed to address misuse of drugs and alcohol. Provides a variety of activities designed to improve social functioning of individuals who are enrolled and/or individuals who have completed substance abuse treatment. The program provides clients with skills on how to acquire and keep a job, parenting skills and other general life skills. | \$300 maximum per participant | Maximum amount can be increased with approval by local contract manager. |
| Post-Release Mental Health Assessment | Includes the systematic collection and integrated review of individual-specific data, such as examinations and evaluations. This data is gathered, analyzed, monitored and documented to develop the person's individualized plan of treatment and to monitor recovery. | \$300.00 per assessment | |
| Post-Release Mental Health Treatment (Individual or Group Sessions) | Mental Health Treatment (Individual or Group counseling. | \$300 maximum per participant | Maximum amount can be increased with approval by local contract manager. |

CLIENT SUPPORT SERVICES-EITHER CONTRACTOR’S OR OUTSIDE AGENCIES -
Provided to clients through Contractors (The Lord's Place, City of Riviera Beach or Gulfstream Goodwill) or outside agencies. The Contractor may reimburse subcontractors when provided documentation and evidence to support services are for enrolled offenders. Support services shall remain available until the maximum costs are exhausted.

| <u>Category</u> | <u>Service</u> | <u>Rate</u> | <u>Requirements</u> |
|---|---|-----------------------------------|---|
| Pre- or Post-Release Family Reunification Workshop | Educational classes designed to address communication, co-parenting, relationships, discipline, work family balance, and fatherhood initiatives. | \$ 25 per participant per session | Maximum of 15 participants per group |
| Post-Release Career Development/Life Skills Incentive | Receive Incentive for Career Development and Life Skills Course Completion | \$75.00 per participant | May only receive once; must complete course; must sign for receipt on log |
| Post-Release Transitional Housing | Direct service or referral based; and/or Rental Assistance | \$5,000.00 max per participant | Provided at a cost of \$25 per day. Max of \$5,000 per participant; need for housing must be in transition plan; Maximum amount can be increased with approval by local contract manager. |
| Pre- or Post-Release Employability Skills Assessment | Identify Industry and Prospective Jobs | \$100.00 per participant | Must be provided for each program participant. |
| Pre- or Post-Release Employment Workshop | Facilitation of Workplace Conflict, Job Retention Techniques and Job Search Best Practices | \$ 25 per participant | Maximum of 15 participants per group |
| Pre- & Post-Release Vocational Training | Vocational Job Training- An employability assessment will be conducted to identify participant’s aptitude and interest in a specific field. Participants will receive a certificate of completion at the end of the course. Cost per participant covers instructor and all training materials. Courses are developed and facilitated by industry leaders and educational institutions. Forklift Certification and Commercial Driver’s License are the only authorized Pre-Release Vocational Classes. | \$2,000 max per participant | Certificate required, sign-in logs required; Maximum amount can be increased with approval by local contract manager. |

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 1.0%, which the Vendor 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. Vendor Substitute W-9

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

3. MyFloridaMarketPlace Vendor Registration

All Vendors are required to maintain an active registration with the State of Florida. Registration can be completed online by going to <http://vendor.myfloridamarketplace.com/>, or call 1-866-352-3776 for assisted registration.

C. Submission of Invoice(s)

The Vendor agrees to submit invoices for compensation, by the last day 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 Vendor shall submit invoices pertaining to this Contract to:

Sarah McDonald, Operations Review Specialist
Bureau of Contract Management and Monitoring
Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 617-4889
Facsimile: (850) 488-7189
Email: sarah.mcdonald@fdc.myflorida.com

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

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 Nicole Bishop, Director Justice Services
 301 North Olive Avenue, Suite 1001
 West Palm Beach, Florida 33401
 Phone: (561) 355-2326
 Fax: (561) 355-4941
 Email: NBishop@pbcgov.org

E. Travel Expenses

The Vendor 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. Vendor's Expenses

The Vendor 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 Vendor, 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

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

1. Upon receipt, the Department has 5 working days to inspect and approve the goods and services and associated invoice, unless this Contractual Purchase Order specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 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 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 Vendor. However, in the case of health services Contracts, the interest penalty provision applies after a 35-day time period to health care Vendors, as defined by rule. Interest penalties of less than 1 dollar will not be enforced unless the Vendor requests payment. Invoices, which must be returned to a Vendor because of Vendor 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 Vendor shall submit the final invoice for payment to the Department no more than 45 days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the Vendor 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 Contractual Purchase Order may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

K. Vendor Ombudsman

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

L. Electronic Transfer of Funds

Vendors are encouraged to accept payments for work performed under this Contractual Purchase Order by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Vendor 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 Contractual Purchase Order Manager

The Contractual Purchase Order Manager for this Contractual Purchase Order will be:

Sarah McDonald, Operations Review Specialist
Bureau of Contract Management and Monitoring
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 617-4889
Facsimile: (850) 488-7189
Email: sarah.mcdonald@fdc.myflorida.com

The Department's Contractual Purchase Order Manager will perform the following:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Department and the Contractor;
3. Verify receipt of deliverables from the Contractor;
4. Monitor and evaluate the Contractor's progress;
5. Direct the Contract Administrator to process all amendments, renewals, and terminations of this Contract;
6. Review, verify, and approve invoices from the Contractor; and

7. Evaluate Contractor's performance upon completion of the overall Contractual Purchase Order. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

B. Department's Contract Quality Assurance Program Manager

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
Facsimile: (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 Program Service Delivery in terms of quality of services/programs being provided;
4. Monitor Program Related Performance Measures; and
5. Serve as the liaison between Institutions and Circuits, and the Contractor.

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;
3. Facilitate communication between Community Corrections and Institutions staff with the Contractor as required; and
4. Monitor the budget and utilization reports, as related to service delivery.

The Local Contract Quality Assurance Coordinator for this Contractual Purchase Order will be:

Arnia Perpignand
Bureau of Readiness and Community Transition
Florida Department of Corrections
155 SE 3rd Avenue
Delray Beach, FL 33483
Telephone: (561) 279-1503
Facsimile: (561) 279-1943
Email: arnia.perpignand@fdc.myflorida.com

C. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 S Calhoun St
Tallahassee, FL 32399-2500
Telephone: (850) 717-3681
Facsimile: (850) 488-7189

The Contract Administrator will perform the following functions:

1. Maintain the official Contract Administrator file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Vendor provided by the Contract Manager for filing in the Contract Administration file.

D. Vendor's Representative

The name, title, address, and telephone number of the Vendor's representative responsible for administration and performance under this Contractual Purchase Order is:

Nicole Bishop, Director
Justice Services Palm Beach County Public Safety Department
205 North Dixie Hwy
West Palm Beach, Florida 33401
Telephone: (561) 355-1723
Fax: (561) 355-3097
E-mail: NBishop@pbvgov.org

E. 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 Contractual Purchase Order, 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 60 calendar days' notice and upon no less than 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 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 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 Contractual Purchase Order term and following completion of the Contractual Purchase Order if the Contractor does not transfer the records to the Department; and (d) upon completion of the Contractual Purchase Order, 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 Contractual Purchase Order, 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 Contractual Purchase Order, 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 Contractual Purchase Order 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 Contractual Purchase Order, unless the records are exempt from §24(a) of Art. I of the State Constitution and either §119.07(1), F.S., or §119.071, F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor'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 Contractual Purchase Order and **Attachment III**, 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 7 years. The Vendor 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 48 hours upon request if stored at a different site location than the address listed on Section III., D., Vendor's Representative, or the address listed in Section II., D., 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 Vendor must retain all documents for a period of 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 7 years, the records shall be retained until resolution of the audit findings. The Vendor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period.

The Vendor 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 30 calendar days following award of the Contract, the Vendor 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.)

A Self-Certification and Fiscal Year Supply Review form, **Attachment V** shall be completed within 30 calendar days of each new fiscal year and made available to the Department upon request

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 Vendors 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 Vendors and sub- Vendors in this Contract. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this Contract.

The Vendor 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 Vendors and suppliers as prime Vendors, sub-Vendors, Vendors, 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 Vendor 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 Vendor 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 Contractual Purchase Order, shall be purchased from PRIDE, identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), F.S. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contractual Purchase Order. This clause is not applicable to sub-contractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE (<https://www.pride-enterprises.org/>).

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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor shall comply with the Americans with Disabilities Act. In the event of the Vendor'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 Vendor may be declared ineligible for further Contracts.

I. Indemnification

The Vendor 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 Vendor, 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. Vendor's Insurance

The Vendor 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 Vendor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Vendor and the Department under this Contract. Upon the execution of this Contract, the Vendor 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 Vendor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Vendor 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 Vendor Status

The Vendor shall be considered an independent Vendor 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 Vendor 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 Vendor, 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 Vendor 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 Vendor without express written permission of the Department.

If the Vendor 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 Vendor is fully responsible for all work performed under this Contract. The Vendor 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 Vendor enters into with respect to performance of any of its functions under this Contract, shall relieve the Vendor of responsibility for the performance of its duties. The Vendor shall make all payments to sub-vendors.

If the Vendor utilizes a sub-vendor, the Vendor shall pay the sub-vendor within 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 sub-vendor for any expenses or liabilities incurred under the subcontract and that the Vendor shall be solely liable to the sub-vendor for all expenses and liabilities under this Contract. Failure by the Vendor to pay the sub-vendor within 7 working days will result in a penalty to be paid by the Vendor to the sub-vendor in the amount of $\frac{1}{2}$ of 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 15% of the outstanding balance due.

O. Assignment

The Vendor 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 Vendor.

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 Contractual Purchase Order 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 Contractual Purchase Order shall not affect the other provisions hereof and this Contractual Purchase Order shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contractual Purchase Order can still be determined and effectuated.

R. Use of Funds for Lobbying Prohibited

The Vendor 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 Vendor, 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 Vendor's representative identified in Section **III**, D., Vendor's Representative, which are in writing and signed, will be recognized by the Department, as duly authorized expressions on behalf of the Vendor.

T. Conflict of Interest

The Vendor 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 Vendor. 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. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Vendor 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 Vendor, supplier, sub-vendor, 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 36 months from the date of being placed on the Convicted Vendor List.

W. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendor 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 Vendor, supplier, sub-vendor or consultant under a Contract with any public entity and may not transact business with any public entity.

X. Scrutinized Companies List

If the Contractual Purchase Order exceeds \$1,000,000.00 in total, not including renewal years, the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S., and 215.4725, F.S. Pursuant to Section 287.135(5), F.S., and

287.135(3), F.S., the Contractor agrees the Department may immediately terminate the Contractual Purchase Order for cause if the Contractor is found to have submitted a false certification, or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contractual Purchase Order.

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 Vendor 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 Vendor's execution of this Contract, which includes and incorporates **Attachment IV**, 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 Vendor, 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 Vendor 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 Contractual Purchase Order 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 Vendor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Vendor 30 days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Vendor'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 Vendor, and any sub-vendors, understands and shall comply with, its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

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**FINANCIAL AND COMPLIANCE AUDITS
Special Audit Requirements**

The administration of resources awarded by the Department of Corrections to the Vendor 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 Vendor 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 Vendor is appropriate, the Vendor agrees to comply with any additional instructions provided by the Department to the Vendor regarding such audit. The Vendor 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 Vendor 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 Vendor expends \$500,000 or more in Federal awards in its fiscal year, the Vendor 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 Vendor 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 Vendor 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 Vendor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Vendor 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 Vendor 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 Vendor resources obtained from other than Federal entities).
4. The Vendor 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 Vendor is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Vendor expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Vendor, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Vendor 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 Vendor 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 | Sarah McDonald, ORS, 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 Vendor 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 | Sarah McDonald, ORS, 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 Vendor 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 | Sarah McDonald, ORS, 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. Vendors, 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 Vendor in correspondence accompanying the reporting package.

RECORD RETENTION

The Vendor 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 Vendor 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 VENDOR PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

| Federal Resources Awarded to the Vendor 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 Vendor 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 Vendor 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 |
| 70450300 | General Revenue | 2017/2018 | 70.011 | Transitional Services Post Release | \$500,000.00 | 100777 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|--|--|--|--|-------------|--|--|
| | | | | Total Award | | |
|--|--|--|--|-------------|--|--|

For each program identified above, the Vendor 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 Vendor is clearly indicated in the Contract.

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

Attachment # 1
Page 45 of 52

BUSINESS ASSOCIATE AGREEMENT

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

Whereas, the Department creates or maintains, or has authorized the Vendor 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 Vendor may have access to Protected Health Information in fulfilling its responsibilities under its Contract with the Department;

Whereas, the Vendor 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. Vendor 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 Vendor or is created or received by Vendor on the Department's behalf shall be subject to this Agreement.

2. **Confidentiality Requirements**

- A. Vendor 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, Vendor may use and disclose Protected Health Information as follows:
 - (1) if necessary for the proper management and administration of the Vendor and to carry out the legal responsibilities of the Vendor, provided that any such disclosure is required by law or that Vendor 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 Vendor 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 Vendor 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 Vendor with the protected health information received by Vendor in its capacity as a Vendor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- (3) Vendor may use and disclose protected health information that Vendor 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 Vendor 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 Vendor and are incorporated herein by reference.

C. Vendor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Vendor 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 Vendor'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 Vendor 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 Vendor and are hereby incorporated by reference into this BA Agreement.

D. Vendor 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. Vendor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Vendor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Vendor agrees to mitigate, to the extent practicable, any harmful effect that is known to Vendor of a use or disclosure of Protected Health Information by Vendor 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").

Vendor will without unreasonable delay, but no later than 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. Vendor will ensure that its agents, including a sub-vendor, to whom it provides Protected Health Information received from, or created by Vendor on behalf of the Department, agree to the same restrictions and conditions that apply to Vendor, and apply reasonable and appropriate safeguards to protect such information. Vendor 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, Vendor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Vendor to breach the terms of this Agreement.
- G. Vendor 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 Vendor's agents and sub-vendors.
- H. Vendor 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. Vendor 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, Vendor 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 Vendor 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 Vendor 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 Vendor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Vendor with notice of the existence of an alleged material breach and afford Vendor an opportunity to cure the alleged material breach. In the event Vendor 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 Vendor.
- C. **Effect of Termination**
 - (1) Termination of this agreement will result in termination of the associated Contract between the Department and the Vendor.
 - (2) Upon termination of this Agreement or the Contract, Vendor will return or destroy all PHI received from the Department or created or received by Vendor on behalf of the Department that Vendor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Vendor 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. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Vendor 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 Vendor, its agents, employees, Vendors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

Contractor Self-Certification of Compliance

| CONDITIONS | Yes | No | N/A |
|---|--------------------------|--------------------------|--------------------------|
| Records | | | |
| The Contractor certifies and agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with the Contract. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If applicable, the Contractor certifies that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in this Contract. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that copies of all records and documents shall be made available to the Department, upon request. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that all invoices and documentation must be clear and legible for audit purposes. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that all documents must be retained at the address listed in Section IV., C., Contractor's Representative, or the address listed in Section III., D., Official Payee, for the duration of this Contract. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that all documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| State Objectives | | | |
| The Contractor certifies that following the award of this Contract, it shall comply with each of the State's four (4) objectives, to the extent applicable to the services covered by this Contract. The Contractor further certifies that a Fiscal Year Supply Review will be completed within 30 days of each new fiscal year and before any purchases are made in the new fiscal year. A Fiscal Year Supply Review form shall be completed for each fiscal year of the Contract to document the review was completed. The form shall be made available to the Department upon request. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Diversity in Contracting: Diversity plans and reporting shall be submitted to the MBE Coordinator, Bureau of Procurement and Supply, Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500. The required report will be submitted monthly pursuant to Section VI. CONDITIONS, B <u>State Objectives</u> , Section 1. Diversity in Contracting. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| All other plans shall be submitted to the Contract Manager or designee as specified in this Contract. | | | |
| Environmental Considerations: If applicable, the identification number (i.e., valid and current Hazardous Waste Generator Identification Number) shall be submitted as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) | | | |
| The Contractor certifies 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Products Available from the Blind or Handicapped (RESPECT) | | | |
| The Contractor certifies 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. Refer to the RESPECT of Florida's website at: http://www.respectofflorida.org . | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Contractor Self-Certification of Compliance

| CONDITIONS | Yes | No | N/A |
|---|--------------------------|--------------------------|--------------------------|
| Procurement of Materials with Recycled Content | | | |
| The Contractor certifies 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Employment of Department Personnel | | | |
| The Contractor certifies that it shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contractual Purchase Order, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Insurance | | | |
| The Contractor certifies and agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies upon the execution of this Contract, that it shall furnish the Contract Manager written verification of such insurance coverage. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Subcontracts | | | |
| If applicable, the Contractor certifies that it may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Contract. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that all payments to subcontractors shall be made by the Contractor. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The Contractor certifies that it 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If applicable, the Contractor certifies that a penalty will be paid to the subcontractor for all late payments. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Assignment | | | |
| The Contractor certifies that it shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Conflict of Interest | | | |
| The Contractor certifies that it 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Health Insurance Portability and Accountability Act | | | |
| If applicable, the Contractor certifies that it 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 shall be evidenced by the Contractor's execution of this Contract. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | |
|--------------------------------------|--|
| Contractor Name: | |
| Contract Number: | |
| Contractor/Representative Name: | |
| Contractor/Representative Signature: | |
| Contractor/Representative Title: | |
| Date: | |

| | |
|--|--|
| State Objective Plan – Date submitted to Contract Manager: | |
|--|--|

Fiscal Year Supply Review

Contractor: _____

PRIDE: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements/pride/pride

RESPECT: <http://www.respectofflorida.org>

| SQ# | Item | Quantity | PRIDE | RESPECT | OTHER | Other Supplier Name | Decision | Justification (Availability, delivery time, quantity, cost) |
|-----|------|----------|-------|---------|-------|---------------------|----------|--|
| 01 | | 01 | \$ | \$ | \$ | | | |
| 02 | | 01 | \$ | \$ | \$ | | | |
| 03 | | 01 | \$ | \$ | \$ | | | |
| 04 | | 01 | \$ | \$ | \$ | | | |
| 05 | | 01 | \$ | \$ | \$ | | | |
| 06 | | 01 | \$ | \$ | \$ | | | |
| 07 | | 01 | \$ | \$ | \$ | | | |
| 08 | | 01 | \$ | \$ | \$ | | | |
| 09 | | 01 | \$ | \$ | \$ | | | |
| 10 | | 01 | \$ | \$ | \$ | | | |
| 11 | | 01 | \$ | \$ | \$ | | | |
| 12 | | 01 | \$ | \$ | \$ | | | |
| 13 | | 01 | \$ | \$ | \$ | | | |
| 14 | | 01 | \$ | \$ | \$ | | | |
| 15 | | 01 | \$ | \$ | \$ | | | |
| 16 | | 01 | \$ | \$ | \$ | | | |
| 17 | | 01 | \$ | \$ | \$ | | | |
| 18 | | 01 | \$ | \$ | \$ | | | |
| 19 | | 01 | \$ | \$ | \$ | | | |
| 20 | | 01 | \$ | \$ | \$ | | | |

In accordance with VII. CONDITIONS, B. State Objections, Sections 2. PRIDE and 3. RESPECT of this contract, I have reviewed the availability of products, delivery times, quantity and costs on the PRIDE and RESPECT websites along with the other suppliers listed. After comparison, the most appropriate supplier was selected in accordance with this Contract and Florida Statutes for the inventory items identified.

Contractor's Representative or Designee Signature _____ Contractor's Representative or Designee _____

Typed/Printed Name _____ Date _____

Attachment # 1
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