

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

Meeting Date: October 16, 2018

<input checked="" type="checkbox"/>	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

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to receive and file:** a term purchase order (B3AE2F) for \$250,000 for contractual reentry services from the Florida Department of Corrections (FDC) for the service period of August 15, 2018 through June 30, 2019.

Summary: The FY2018-19 General Appropriations Act, Specific Appropriations 740 provided \$250,000 (CSFA#70.011) 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.). The target population will be active inmates and recently released inmates from a FDC facility convicted in and returning to Palm Beach County through the Regional and State Transitional Offender Reentry (RESTORE) Initiative. Reentry services will be provided contractually by three (3) agencies, The Lord's Place, City of Riviera Beach and Gulfstream Goodwill Industries. Agenda item 3X3 for October 16, 2018, recommends approval of these agency contracts and is associated with this item, which partially funds the agency contracts. **No county matching funds are required for this grant.** Countywide (LDC)

Background and Justification: The FDC issued Palm Beach County a term purchase order for contractual services. The purchase order was submitted through the MyFloridaMarketPlace (MFMP) system. The purchase order did not require a signature from the Department nor Palm Beach County. The purchase order completed the internal review process via the My Florida Market Place (MFMP) system and was submitted to Palm Beach County electronically and became effective on August 15, 2018.

Attachments:

- 1) Term Purchase Order from the FDC (B3AE2F)

Recommended by: _____
Department Director Date

Approved By:  10/3/18
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Capital Expenditures					
Operating Costs	-				
Grants and Aids	250,000				
Capital Expenditures					
External Revenues	(250,000)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# 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. 8101/8201
Rev No: Fund 1436 Dept. 662 Unit 5699 Rev. 3429

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

Grant: Florida Department of Corrections (B3AE2F) \$250,000
Fund: Florida Department of Corrections (B3AE2F) \$250,000
Unit: 5699 – Adult Reentry

Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Robert Bournaz 9/21/18
OFMB
9/21
9/19

Dr. S. Jacobson 9/28/18
Contract Administration

B. Legal Sufficiency:

 10/4/18
Assistant County Attorney

C. Other Department Review:

Department Director

I. CONTRACT TERM

Unless otherwise specified, the Contractual Purchase Order begins on August 15, 2018. Contractual services to be provided by the Contractor shall be completed by June 30, 2019. It is authorized pursuant to the Fiscal Year (FY) 2018-2019 General Appropriations Act, Specific Appropriation 740.

II. SCOPE OF SERVICE

A. General Service Description/Purpose

The FY 2018-2019 General Appropriations Act, Specific Appropriations 740, provides \$250,000.00 in non-recurring general revenue funds for the Regional and State Transitional Offender Re-Entry (RESTORE) Initiative of Palm Beach County. The Re-entry Program may include Pre-Release and Post-Release Case Management and Client Support Services as identified in Section III., Compensation 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) institution/facility 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 RESTORE. The RESTORE will target 300 medium to high risk offenders and/or inmates, as determined by the Level of Service Inventory revised (LSI-r) Scores from completed risk assessments to provide re-entry services which support successful reintegration into the community. This population will consist of Department inmates being released, and Department ex-offenders who may or may not be under the supervision of the Department.

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. Throughout this Contractual Purchase Order, the term Department's Contract Manager will be used instead of Department's Contractual Purchase Order Manager.

B. Rules and Regulations

1. All services provided under this Contractual Purchase Order must meet all applicable local, state and federal ordinances, laws, rules and regulations.
2. In addition, services must be provided in accordance with any applicable court orders, the Department's program and procedural guidelines, and any subsequent revisions and/or addenda to those documents. The Contractor shall be notified of any such revision(s) or addenda, and the updated version will take precedence. The Contractor and the Department shall work cooperatively to ensure service delivery is made in complete compliance with all such mandates and requirements.

- 3. The Contractor shall ensure that all staff providing services under this Contractual Purchase Order comply with prevailing ethical and professional standards, and the statutes, rules, procedures, and regulations mentioned above.
- 4. The Contractor agrees to modify its service delivery to meet or comply with revisions made by operation of law, secondary to a change in practice standards or regulations, because of legal settlement agreement, or change in the Department’s mission. Any changes in Section II., SCOPE OF SERVICE, will be made in accordance with Section V., CONTRACTUAL PURCHASE ORDER MODIFICATION, and Section VII., BB., Scope Changes After Contractual Purchase Order Execution.

C. Communications

Contractual Purchase Order communications will be in three (3) forms: routine, informal, and formal. For the purposes of this Contractual Purchase Order, the following definitions shall apply:

- Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged within two (2) business days and responded to within 30 calendar days of receipt.
- Informal: Special written communications deemed necessary based upon either Contractual Purchase Order compliance or quality of service issues. They must be acknowledged within two (2) business days and responded to within 15 calendar days of receipt.
- Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contractual Purchase Order, failure to provide satisfactory performance, assessment of financial consequences, or contractual purchase order termination. Formal communications shall also include requests for changes in the scope of the Contractual Purchase Order and billing adjustments. They must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The only personnel authorized to use formal Contractual Purchase Order communications are the Department’s Director of Administration, the Department’s Bureau Chief of Contract Management and Monitoring, the Department’s Bureau Chief of Procurement, the Department’s Contract Manager, or designee, and the Contractor’s CEO or Project Manager. Designees or other persons authorized to utilize formal Contractual Purchase Order communications must be agreed upon by both parties and identified in writing within ten (10) calendar days of issuance of this Contractual Purchase Order. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel named under formal Contractual Purchase Order communications, personnel authorized to use informal Contractual Purchase Order communications include any other persons so designated in writing by the parties.

If there is an urgent administrative problem, the Department shall contact the Contractor and the Contractor shall verbally respond to the Department’s Contract Manager, or designee,

within two (2) hours. If a non-urgent administrative problem occurs, the Department will contact the Contractor and the Contractor shall verbally respond to the Department's Contract Manager, or designee, within 48 hours. The Contractor or Contractor's designee, at each service location shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about offenders within three (3) business days of receipt of the request.

The Contractor shall respond to informal and formal communications in writing, transmitted by facsimile and/or email.

A date/numbering system shall be utilized for tracking of formal communications.

D. 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.

E. 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 Contractual Purchase Order.
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 this Contractual Purchase Order, the Department will provide a copy of all Department reporting forms, as necessary, to comply with Section II., K., 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, 2019.
6. The Department shall complete Section I of the Community Supervision Program Referral Form (DC5-404), enter the information from Section I 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 into OBIS when an individual is enrolled or denied enrollment.

F. Contractor Responsibilities:

1. The Contractor shall provide re-entry program services, giving priority to medium to high-risk inmates releasing from a Department institution/facility, and/or formerly Department incarcerated individuals, who may or may not be under the supervision of the Department, 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 pay for all costs associated with local, state, and federal licenses, permits, and inspection fees required to provide services. All required permits and licenses shall be current, maintained onsite and a copy of such shall be submitted to the Department's Contract Manager, or designee, upon request.
4. 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 issuance of this Contractual Purchase Order.
5. 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.
6. The Contractor shall have internet access and maintain an active email address for the term of this Contractual Purchase Order.

G. Service Location and Times

1. Pre-Release Service Location

The Contractor shall provide the pre-release services under this Contractual Purchase Order at the following approved 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 approved locations:

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

By execution of this Contractual Purchase Order, the Contractor attests that any service location listed above is approved for the purposes outlined in this Contractual Purchase Order. The service locations shall meet all state, county, and city zoning, permitting, and licensing requirements at the time of Contractual Purchase Order issuance, as well as any other requirements necessary to operate the service locations. The Contractor shall provide such documentation to the Department's Contract Manager, or designee, upon request at any time during this Contractual Purchase Order. The Contractor shall notify the Department's Contract Manager, or designee, of any zoning changes, notices, challenges from zoning bodies, or complaints from citizens or other entities regarding operation of the service location within 72 hours of receipt of knowledge of the charge, notice, challenge or complaint.

3. Contractor – Add/Delete/Change Service Locations

- a. The Contractor may request a change in site location(s) subsequent to Contractual Purchase Order issuance. Requests for changes to the site location(s) must be submitted to the Department's Contract Manager, or designee, in writing by letter or email, at least 30 calendar days prior to location change, and must include the following information: the estimated effective date for the change, the address, and other relevant contact information for the new service location. The Department reserves the right to approve or deny the request.
- b. The Contractor must receive the Department's approval of a site change prior to changing a service location. A copy of the Department's approval of the site change shall be maintained by the Contractor.
- c. The Contractor will not be compensated for any services delivered at a location until it is approved by the Department's Contract Manager, or designee.

4. Department's Change Service Location(s)

The Department reserves the right to require the Contractor to change a service location or site, if it is determined to be inaccessible, inconvenient or unsuitable for provision of services to offenders under this Contractual Purchase Order. In addition, the Department reserves the right to add, delete or change service delivery locations upon written notice, of no less

than 30 calendar days, if determined to be in the best interest of the Department. The Contractor will receive written notification of such changes, additions, or deletions. The Contractor shall change the site location as soon as possible, but within no more than 30 calendar days. Upon securing a replacement site, the Contractor shall provide the Department's Contract Manager, or designee, an attestation statement as described above.

5. 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 seven (7) calendar days of the issuance of this Contractual Purchase Order. The Contractor shall provide services at times based on offenders needs and convenience. The Contractor shall be flexible in scheduling services to offenders in accordance with Section II., SCOPE OF SERVICE.

H. Service Requirements

1. Eligibility Criteria: Program participants shall be considered eligible for enrollment, by meeting the following eligibility criteria:
- a. Be a Department inmate convicted in and returning to Palm Beach County to reside; or
 - b. Be an individual that has been released from the Department for not more than three (3) years and resides in Palm Beach County; or
 - c. Be an individual released from prison and on felony supervision in Palm Beach County; and
 - d. Be at least 18 years of age; and
 - e. Have a completed LSI-r, priority will be given to those that score medium to high as defined below:

Risk	LSI-r Score
Low	0-13
Low/Moderate	14-23
Moderate	24-33
Medium/High	34-40
High	41-47

2. Referrals: The Department shall complete Section I of the DC5-404, enter the information into OBIS, and send a copy to the Contractor. The Department's Local Contract Quality Assurance Coordinator, or designee, shall complete the DC5-404, enter the information into OBIS for program participants who are not under the supervision or in the custody of the Department, and send a copy to the Contractor. The Contractor shall ensure a copy of the approved DC5-404 is maintained by the Contractor.
3. Enrollment: The Contractor shall enroll eligible program participants, by completing Section II of the DC5-404, send a copy to either the Probation Officer or the Department's Local Contract Quality Assurance Coordinator, or designee, within five (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 when participants are discharged, and send a copy or its electronic equivalent, to the Probation Officer or the Department's Local Contract Quality Assurance Coordinator, or designee, for entry into OBIS within five (5) calendars 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.
5. 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 Department's Contract Manager, or designee, within ten (10) 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.

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 their Plan of Care; and
- 3) The program participant must have obtained maximum benefit from the Program as determined by their case manager.

b. Unsuccessful Discharge

Unsuccessful discharge occurs if the discharge is a result of any of the following criteria:

- 1) Violation of program rules;
- 2) Failure to meet the requirements of a successful discharge as outlined above; or
- 3) Three (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 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 post-release services provided to participants who do not have a DC5-404 completed.

I. 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 services described below. The Contractor shall ensure services are provided in accordance with all the terms and conditions of this Contractual Purchase Order. These subcontracts do not, relieve the Contractor of its duties and responsibilities to provide services, described in this 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 the subcontractors for support services for enrolled participants on a monthly basis when such services are provided in accordance with the terms of this Contractual Purchase Order (and the terms of the subcontract) and the monthly invoice documentation supports these services were provided until the maximum costs, as defined in Section III., COMPENSATION, are exhausted. The Contractor shall provide a copy of the subcontracts for these services, to the Department's Contract Manager, or designee, for review and approval within 90 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.

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. 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 this Contractual Purchase Order, 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 15 business days of enrollment.

Case management shall include: Outreach, Needs Assessment, Plan of Care, Follow-up/Plan Review, Employment Assistance, and all essential Case Management Services described in Section II., J., 2., g through h. Timesheets will be submitted for reimbursement that document the number of hours worked by each qualified case manager for Department participants, along with spreadsheets documenting services provided by each individual case manager to Department participants.

- a. Outreach: The Contractor may provide initial outreach activities for pre-release program participants that are within three (3) years of release. Outreach activities shall 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. It may also include contact with family members.
- b. Needs Assessment: The Contractor shall assess the needs of eligible program participants using the 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 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 15 business days from the program enrollment date. When a program participant is newly enrolled after being discharged, a new needs assessment is required within 15 business days of the new enrollment date. The Contractor must provide a request and explanation to the Contract Manager, or designee, and Local Quality Assurance Coordinator if a case will deviate from this timeframe.
- c. 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 compliance, 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 15 business 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 15 business days of the new enrollment date. The Contractor must provide a request and explanation to the Contract Manager, or designee, and Local Quality Assurance Coordinator if a case will deviate from this timeframe.

- d. 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. 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.
- e. Employment Assistance: The Contractor may provide employment assistance to participants identified in need in the Plan of Care that are willing to participate, to include, but not be limited to:
- 1) Employment Workshop: The Contractor may 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 shall include Workplace Conflict, Job Retention Techniques and Job Search Best Practices. Each Employment Workshop shall include a maximum of 15 program participants per occurrence. The Contractor shall maintain an attendance sign in sheet for each Employment Workshop event and it must be signed by the staff member responsible for the event and the program participant. The attendance sign in sheet must be maintained by the Contractor and provided to the Department upon request.
 - 2) Employability Skills: The Contractor may 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 Department's Contract Manager, or designee, a current copy of the Program content upon issuance of this Contractual Purchase Order. Completion of this training shall be reflected in the approved information management system.
 - 3) Vocational Training: The Contractor may provide Forklift Certification Training and Commercial Driver's License Training for pre-release participants as appropriate. The Instructor for the Forklift Certification must hold a Forklift Certification themselves. The Contractor must use a state approved curriculum for certificate programs. The Department will not reimburse for issuance of a license or a license renewal.

2. Client Support Services

- a. Post-Release Education Preparation Class: The Contractor may provide through referral basic academic instruction to program participants to improve basic literacy skills based on the program participant need and willingness to participate. The need and referral for basic academic instruction shall be reflected in the Plan of Care and approved information management system. The Contractor shall provide the Department's Contract Manager, or designee, a current copy of the Program content upon issuance of this Contractual Purchase Order. 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 the participant's level of literacy.
- b. Transitional Housing Assistance: The Contractor shall provide transitional housing assistance through direct service or through referral based on individual need and willingness to participate. The need and referral for housing assistance shall be reflected in the Plan of Care and approved information management system. The maximum number of days reimbursable per participant is 200 calendar days.
- c. Pre/post-Release Financial Identification Assistance: The Contractor may assist program participants with obtaining Birth Certificates, Social Security Cards and/or Driver's Licenses/Florida ID's. The Department will not reimburse for license fines or other fees necessary for license reinstatement.
- d. Transportation: The Contractor may provide daily bus passes, monthly bus passes and/or Tri-Rail passes to program participants identified as in need in the Plan of Care.
- e. Substance Abuse Education and Mental Health Treatment Assistance: The subcontractors may 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 be invoiced for these services. 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 Probation Officer and Department's Contract Manager, or designee, within three (3) business days of participant no shows. The Contractor shall document no show information in the approved information management system case notes. The program participant will sign the Client Acknowledgement Form to acknowledge service delivery.

- 1) Substance Abuse Education and /or Mental Health Staffing and Qualifications: The Contractor shall utilize a Chapter 491, Florida Statutes (F.S.), 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.
 - 2) 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.
 - 3) 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. The need for an increase or decrease in counseling shall be documented in the Plan of Care.
- f. Medical Financial Assistance: The Contractor shall provide assistance to program participants for medical assistance or medication. The Contractor shall refer program participants, based on individual need and willingness to participate, to community resources for medical assistance or medication.
- g. Employment Assistance: The Contractor shall provide to program participants, if applicable, job related supplies to include, but not limited to work clothes, tools, and safety equipment.
- h. Toiletries: The Contractor shall provide, if necessary, basic health and grooming supplies (soap, towels, deodorant, toothpaste, etc.) to ensure clients that are transitioning from incarceration have their basic hygiene needs met.
- i. Vocational Training: The Contractor may refer post-release 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 industry-recognized certification necessary for employment in an occupation. The Department will not reimburse for issuance of a license or a license renewal.

- j. 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 needs assessment and reassessment, if appropriate, a Plan of Care, and follow-up/plan review and case notes.
3. 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 file, in a timely manner, and shall share all information and records pertaining to program participants with Department staff, upon request. The Contractor shall ensure subcontractors maintain case files, as required by this 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.; and
- h. Referrals to other services and/or providers, if necessary.

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

4. 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. Contractual Purchase Order 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.
5. 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 restoration; and
 - c. Include a plan for storage, maintenance, and destruction.
6. 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 Contractual Purchase Order 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 II., H., Service Requirements, and the Performance Measures in Section II., L., Performance Measures and Financial Consequences;
- b. Develop action plans to improve or correct performance; and
- c. Conduct at least one (1) meeting in-person or by conference call per quarter between the Contractor, program partners, and subcontractors to review program quality, Contractual Purchase Order 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.

J. 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 (F.A.C.), 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 (1) 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 Contractual Purchase Order. 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, or designee, 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 this 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 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 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 subcontractor staff providing services under this 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. The minimum requirements for case managers include:
 - 1) Valid Florida Driver's License;
 - 2) Training in Motivational Interviewing;
 - 3) Maintain professional demeanor at all times;
 - 4) Excellent verbal and written communication skills;
 - 5) Ability to learn and use the RENEW database to document case notes;
 - 6) LSI-r certification; and
 - 7) Excellent time management, problem solving and organizational skills.
- g. The essential case management services that may be performed by a post-release case manager are:
 - 1) Performs outreach & recruitment activities for targeted ex-offenders;
 - 2) Meet with individual participants, administer and/or review the LSI-r assessment and assess participant's criminogenic need;
 - 3) Complete client intake process;
 - 4) Assist with criminal registration;
 - 5) Identify the assets and barriers of participants through observation, interviews, case notes, collateral contacts, and other means;
 - 6) Assist clients in obtaining licenses/IDs;
 - 7) Transport and assist clients with vital appointments for transition (i.e. attend court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps, etc.);
 - 8) Obtain bus passes and assist clients with coordinating transportation needs;
 - 9) Coordinate service needs with other community agencies;
 - 10) Provide prescription assistance;
 - 11) Request and provide vouchers when applicable for various services, such as clothing, toiletries, tools, and gift card as incentives;
 - 12) Complete Client Acknowledgement Forms;
 - 13) Assist client with food stamps application;
 - 14) Organize family reunification events;
 - 15) Coordinate services with probation officers;
 - 16) Research housing options for client to reside;
 - 17) Monitor treatment plan progress and evaluate multiple reports from service providers;

- 18) Prepare court reports, present evidence and testify at court hearings;
- 19) Document all case progress notes in RENEW;
- 20) Utilize the LSI-r, develop an individualized Transition Plan with short and long-term goals in collaboration with the participant, with a focus of moving toward self-sufficiency; and define the process for attainment of goals;
- 21) Meet with participants as needed for case management sessions to provide support, referrals and to ensure their accountability and program compliance;
- 22) Collaborate and communicate with employment consultant, job coach and/or community partners, if appropriate;
- 23) Participate in the job search when relevant;
- 24) Provide individualized job coaching services;
- 25) Teach resume building skills and cover letter writing;
- 26) Complete mock interviews/role playing;
- 27) Form relationship with other employers and service providers;
- 28) Engage in advocacy on behalf of participant;
- 29) Research and recommend resources based on participants' needs and desires;
- 30) Utilizing clinical skills provide participants with counseling and support;
- 31) Provide crisis intervention as necessary;
- 32) Provide services utilizing Motivational Interviewing, Harm Reduction and Trauma Informed Care principles;
- 33) Document the assessment of client progress toward goals, providing support and changes where necessary;
- 34) Facilitate client peer support groups;
- 35) Provide individual support to clients via home and job/site visits;
- 36) Provide and coordinate services for crisis intervention and de-escalation;
- 37) Facilitate the Job Readiness Class;
- 38) Facilitate Group Support (i.e.-personal development groups like addressing anger, improving supportive relationships, etc.);
- 39) Receive and review referrals for new participants;
- 40) Complete case note documentation ensuring notes are detailed, comprehensive, address participant's involvement with their plan and documents participants' progress or lack thereof towards goal/objective attainment. Ensures a case note is completed for every contact made with the participant as well as for every contact made on behalf of a participant;
- 41) Complete file reviews. Ensure that the case files and participant records are comprehensive, accurate and complete. Ensure required forms are updated according to regulation and/or policy and procedure. Ensure file is in compliance with regulations and requirements. Enter participant updates and information into databases in accordance with policy and procedures. Collect and calculate statistics by participant and submit to referring agencies as directed;
- 42) Attend and actively participate in team meetings providing clinical input/insight/feedback utilizing a solution-oriented approach;
- 43) 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;

- 44) Provide transition materials, as well as, plan workshops, special events, and engage speakers;
 - 45) Phone calls (i.e.-client check ins, referrals for service coordination, etc.);
 - 46) Coordinate services for substance abuse treatment, job skill assessment and training, community behavioral-health counseling services, housing needs.
 - 47) Serve as client liaison between program and other support agencies;
 - 48) Identify and coordinate vocational, GED/literacy and job training skills for successful client transition;
 - 49) Enter participant updates and information into monthly reports which are submitted to program manager;
 - 50) Provide regular, internal reviews of case files and participant records for quality assurance and completion in accordance with agency and program standards; and
 - 51) Obtain bus passes and assist clients with coordinating transportation needs.
- h. The essential case management services that may be performed by a pre-release case manager are:
- 1) Outreach and engage targeted ex-offenders that may benefit from the Program;
 - 2) Conduct screenings to identify individuals that meet the qualifications of the program;
 - 3) Complete initial intake assessments;
 - 4) Meet with individual participants, administer and/or review the LSI-r assessment and assess participant's criminogenic needs;
 - 5) Provide transition planning and counseling (individual and groups);
 - 6) Facilitate the Job Readiness Class;
 - 7) Facilitate Group Support (i.e.-personal development groups like addressing anger, improving supportive relationships, etc.);
 - 8) Facilitate the CDL, Forklift Training and Driver Improvement Classes (not reimbursable by the Department);
 - 9) Assist clients in obtaining identification;
 - 10) Orient clients to program for successful completion;
 - 11) Provide and coordinate services for crisis intervention and de-escalation;
 - 12) Collaborate with clients to develop measurable goals;
 - 13) Phone calls (i.e., client referrals for service coordination, etc.);
 - 14) Supervisory chart review for quality assurance and completeness in accordance with regulations;
 - 15) Attend multi-disciplinary meetings for case coordination and advocacy on behalf of clients (i.e. Care Team, etc.);
 - 16) Staff supervision to address client needs or issues;
 - 17) Referral coordination for community healthcare, mental health, and other services necessary for successful program completion;
 - 18) Document and track services for reporting, client outcomes, and audit purposes;
 - 19) Consult with key community, familial, probation officials, and other support services, in accordance with privacy laws, to address potential concerns related to substance abuse, behavioral health, or criminal issues; and
 - 20) Coordinate with community partners for post-transition planning;

3. Staffing and Scheduling

The Contractor shall schedule staff, in accordance with the below described requirements. The Contractor shall provide to the Department's 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/subcontractor staff assigned to this Contractual Purchase Order 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 this Contractual Purchase Order period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under this Contractual Purchase Order. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. 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 Subcontractor'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/subcontractor shall also ensure that the Department's 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 this Contractual Purchase Order. The Contractor shall not offer employment to any individual or assign any individual to work under this Contractual Purchase Order, 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 this Contractual Purchase Order. 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 Contractual Purchase Order.
- e. The Contractor/subcontractor 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' 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 Department.
- 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 two (2) years. The Contractor shall make a full written report to the Department's Contract Manager, or designee, within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$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.
- i. Utilization of E-Verify

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

5. Program Support for Contractor

The Contractor shall follow the conditions set forth in Section III., 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 Contractor shall be in accordance with all Departments' policies and procedures, applicable federal and state laws, rules, regulations, both current and/or revised.

K. 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 business days written notification to the Contractor, provided same does not adversely impact the Contractor's subcontracts. The Department 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.

The following reports are subject to verification by the Department.

1. Monthly Report: The Contractor shall submit a monthly report to the Department's Contract Manager, or designee, 45 calendar days after month end, for the previous month of service using a format provided by the Department. The monthly report shall document service provided during the month. The monthly report must report aggregate number of referrals to partners for services. The monthly report must include a caseload summary report showing that each case manager served a minimum of ten (10) program participants 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 Probation Officer for each offender on supervision with the Department, by the last day of the month for the prior month's activities.
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, aggregate number of referrals to partners for services, discuss successes, issues (e.g., recommitments, etc.), and accomplishments during the project, Contractual Purchase Order performance measures, stated in Section II., L., 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 within 45 calendar days after the end of each quarter.
4. OPB Report: Beginning at the end of the first full quarter, following issuance of this Contractual Purchase Order, the Contractor shall provide to the Department's Contract Manager, or designee, 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, or designee, within 30 calendar days, after the end of each quarter, until the Contractor is instructed by the Department's Contract Manager, or designee, that no further reports are needed. All reports shall be submitted to the Department's Contract Manager, or designee.
5. Report to Legislature: By January 1, 2019, all re-entry programs funded in Specific Appropriation 740 must provide the following information to the Department: 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.

L. 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.

Listed below are the key Performance Outcomes, Measures and Standards deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met.

1. Performance Measure: Reporting Requirements

Outcome: The Contractor shall submit one-hundred percent (100%) of the reports required in Section II., K., General Reporting Requirements, (the Monthly Report, the Progress Report, the Quarterly Performance and Improvement Report, the OPB Report and the Report to the Legislature report due by January 1, 2019) to the Department's Contract Manager, or designee, as required therein.

Measure: Review the reports received and compare to the required submission timeframes.

Standard: The Contractor must successfully submit the reports no later than the date described in Sections II., K., General Reporting Requirements, one-hundred percent (100%) of the time.

Consequence: If the Contractor fails to meet, the Performance Standard as outlined above, the Department will impose Financial Consequences of one-quarter percent (.025%) of the contractual purchase order value for every occurrence.

2. Performance Measure: Annual Comprehensive Program Evaluation

Outcome: The Contractor 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 eighty percent (80%) compliance is required.

Consequence: One percent (1%) of the fiscal year Contractual Purchase Order value will be assessed if this score is below eighty percent (80%).

3. Performance Measure: Summary Invoice and Monthly Performance Report

- Outcome: The Contractor shall submit the Summary Invoice and Monthly Performance Report, in a Department approved format, to the Department's Contract Manager, or designee, 45 calendar days after the month following the month that services were rendered.
- Measure: The Monthly Invoice shall be sent by email no later than 45 calendar days after the month that services were rendered.
- Standard: One hundred percent (100%) of the Monthly Invoices shall be sent by email no later than 45 calendar days after the month that services were rendered.
- Consequence: On a monthly basis, the Contractor's total invoice amount shall be reduced by ten percent (10%), if it is postmarked or emailed less than 1 month beyond the invoice date specified in the Contract, unless prior written approval for extenuating circumstances has been received by the Contractor from the Department's Contract Manager, or designee. The invoice will be reduced by an additional ten percent (10%) for each month that the invoice is late. For example, if an invoice that is due on July 31st is received on August 31st, the invoice is 1 month late and would be reduced by ten percent (10%). If the July invoice was received on or after September 30th, the invoice would be 2 months late and would be reduced by twenty percent (20%). The same reductions will be applied to supplemental invoices, as supplemental invoices are considered late invoices.

4. Performance Measure: Repeat Deficiencies

- Outcome: The Contractor shall correct deficiencies identified by the Department as specified in the formal communication.
- Measure: Compare each deficiency identified on a monitoring/review during the service term and note those that are repeated deficiencies.
- Standard: All of deficiencies identified shall be corrected the first time the deficiency is identified.
- Consequence: One percent (1%) of the value of Contractual Purchase Order will be assessed for each instance of a repeated deficiency.

5. Performance Measure: Case Manager Caseload

- Outcome: Each case manager will serve ten (10) or more Department approved participants per calendar month.
- Measure: Review invoice and accompanying caseload summary report to determine the number of participants being served by each case manager on a monthly basis.

Standard: A minimum of ten (10) participants to be served by each case manager per calendar month.

Consequence: The Department will impose financial consequences in the amount of \$300.00 for every case below ten (10) per case manager.

The standard for each performance measure must be met for the amount of time specified. The Contractor shall advise the Department, in writing, of any extenuating or mitigating circumstances that will prohibit them from meeting the above-outlined performance measure standards.

By executing this Contractual Purchase Order, the Contractor hereby acknowledges and agrees that its performance shall meet the standards set forth above. Any failure by the Contractor to achieve the performance measures identified above will result in assessment of financial consequences. Any such assessment and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required.

The Contractor expressly agrees to the imposition of financial consequences, in addition to all other remedies available to the Department by law.

The Department's Contract Manager, or designee, will provide written notice to the Contractor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within ten (10) business days of receipt of a written notice of demand for consequences due, the Contractor shall forward payment to the Department. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order. As an alternative, the Contractor may issue a credit in the amount of the financial consequences due on the next monthly invoice, following imposition of consequences. Documentation of the amount of financial consequences assessed shall be included with the invoice, if issuing credit. Financial consequences not paid within 60 calendar days of notice will be deducted from amounts then due the Contractor.

M. Monitoring and Evaluation Methodologies

1. The Department's Contract Manager, or designee, in consultation with the Department's Contract Quality Assurance Program Manager, or designee, will monitor the Contractor's service delivery to determine if the Contractor has achieved the required level of performance for each Performance Measure identified in Section II., L. Performance Measures and Financial Consequences.
2. If the Department determines the Contractor has failed a Performance Measure, the Contractor will be contacted by the Department's Contract Manager, or designee, to address the non-compliant service delivery. The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Measures within 30 calendar days of notice.
3. The Department may utilize any or all the following monitoring methodologies in monitoring the Contractor's performance under this Contractual Purchase Order and in determining compliance with Contractual Purchase Order terms and conditions:
 - a. Site visits (announced and/or unannounced);
 - b. Review of clinical charts to ensure delivery of required services;

- c. Desk reviews of records related to services delivery (shall include any documents and database pertaining to this Contractual Purchase Order and may be based on all documents and data, or a sampling of same whether random or statistical);
 - d. Interviews and/or surveys with Contractor and/or Department staff and program participants;
 - e. Review of grievances filed by participants regarding Contractor's service delivery; and
 - f. Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies, as applicable (e.g., American Correctional Association, etc.).
4. A Contract Monitoring tool will be developed by the Department's Bureau of Contract Management and Monitoring and the Bureau of Readiness and Community Transition, in accordance with the requirements in this Contractual Purchase Order. The monitoring tool will be utilized to review Contractor performance.

The Department has also established a Contractor's Self-Certification of Compliance form (Attachment IV), which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Contractor's Self-Certification form will be retained in the Department's Contract Manager's file, and the official Contractual Purchase Order file. The Contractor shall complete the Contractor's Self-Certification of Compliance form within 30 calendar days of issuance of this Contractual Purchase Order and forward the original to the Department's Contract Manager, or designee. All documents referenced in the Contractor's Self-Certification of Compliance form shall be maintained by the Contractor and copies shall be provided to the Department, upon request, within three (3) business days. A Fiscal Year Supply Review form shall be completed with each purchase made for the Program that was not previously reported during the current fiscal year. It should be made available to the Department upon request. Additionally, a copy of the completed form shall be provided via email to the Department's Contract Manager, or designee.

5. Program Start-up Orientation and Subsequent Monitoring

The Department's Contract Manager, or designee, will conduct an orientation during the first 30 calendar days of program start-up. The Department's Contract Manager, or designee, will observe and assess the Contractor's understanding of the tasks required for the overall successful functioning of the Program. The orientation will include confirmation that technical instructions have been provided to new staff and a face-to-face meeting with the lead Contractual Purchase Order supervisor(s) and staff to ensure that Contractual Purchase Order requirements, monthly reporting, invoicing, and program data management are clearly understood and properly implemented. This will be followed up by an in-depth comprehensive program monitoring evaluation of the Program at least once during this Contractual Purchase Order term.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits at any site where services are delivered pursuant to this Contractual Purchase Order.

When issues of non-compliance are identified in the monitoring report, the Contractor shall be required to submit a written Corrective Action Plan (CAP) to the Department's Contract Manager, or designee, within ten (10) business days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled, at which time full Contractual Purchase Order compliance must be met. Failure to correct deficiencies as

outlined in the monitoring report may result in assessment of financial consequences, and/or determination of breach of Contractual Purchase Order and termination of services.

N. Deliverables

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

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

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III. COMPENSATION

A. Payment

The Department will compensate, the Contractor for services as specified in Section II., SCOPE OF SERVICE, as delineated below. Total payments shall not exceed the total annual appropriation amount of \$250,000.00. Invoices shall be delivered by email 45 calendar days after the month of service delivery. Invoices must be accompanied by the required Monthly Report, Progress Reports, Quarterly Performance and Improvement Report and OPB Report (positive benefits of investment report) and each invoice must document compliance with performance measures described in Section II., L., Performance Measures and Financial Consequences.

COMPENSATION CHART

CASE MANAGEMENT SERVICES: These services are provided to clients through The Lord's Place, and/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 Contractor must submit a cumulative spreadsheet to track the distribution of funds for all categories where a maximum amount is established.

The Lord's Place

Category	Service	Rate	Requirements
Pre- or Post-Release Case Management Unit Cost	These services will include the provision of individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs. Case Management Services described in Section II., J., 2 g. through h.	\$10.40 per each 15 minutes of service delivery, may be multiple 15 minute increments billed	Pre-release: Must be within three (3) years of release; Timesheets will be submitted for reimbursement that document the number of hours worked by each qualified case manager along with spreadsheets documenting services provided for Department clients by each individual case manager and the times provided

Gulfstream Goodwill

Category	Service	Rate	Requirements
Pre- or Post-Release Case Management Unit Cost	These services will include the provision of a caseload of active participants; provide individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs. Case Management Services described in Section II. J.2 g through h.	\$11.54 per each 15 minutes of service delivered. May be multiple increments of 15 minutes billed	Pre-release: Must be within three (3) years of release; Timesheets will be submitted for reimbursement that document the number of hours worked by each qualified case manager along with spreadsheets documenting services provided for Department clients by each individual case manager and the times provided

DIRECT CLIENT SUPPORT SERVICES: These services are provided to clients through The Lord's Place, City of Riviera Beach Re-entry Center 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.

Category	Service	Rate	Requirements
Post-Release Transportation	Daily Bus (up to \$5 per day), Monthly Bus (up to \$55 per month) or Tri-Rail Passes (up to \$100) as a one-time cost	\$55.00 per participant per month \$150.00 maximum per participant	Client acknowledgement form showing receipt of bus pass or Tri-Rail pass
Post-Release Employment Assistance	Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools)	\$300 maximum per participant	Receipt for product along with program client acknowledgement form
Post Release Toiletries	Basic hygiene products for Department participants	\$100 maximum per participant	Receipt for product along with program client acknowledgement form
Post-Release Medical Financial Assistance	Medication or medical assistance	\$500 maximum per participant	Receipt from medical facility and/or receipt for medication along with client acknowledgement form.
Pre- or Post-Release Financial Identification Assistance	Birth certificate, driver license, Florida identification card	\$250.00 maximum per participant	Receipt from identification provider along with client acknowledgement form

CLIENT SUPPORT SERVICES- OUTSIDE AGENCIES: These services are provided to clients through The Lord's Place, Riviera Beach Re-entry Center 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 or the Contractual Purchase Order expires.

Category	Service	Rate	Requirements
Post-Release Education Preparation Class	Academic Instruction to Improve Basic Literacy (GED Instruction)	\$128 full battery of GED tests. \$32 each GED section/content area \$12 retest per GED section/content area \$30 tuition fee GED Prep	\$195.00 maximum per participant. Client acknowledgement form
Post-Release Substance Abuse Assessments	Assessment used to address severity of problems	\$100 maximum per assessment	Receipt from provider along with client acknowledgement form
Post-Release Substance Abuse Education	Educational classes designed to address misuse of drugs and alcohol	\$300 maximum per participant	
Post-Release Mental Health Assessment	Mental health assessment	\$300.00 maximum per assessment	
Post-Release Mental Health Treatment (Individual or Group Sessions)	Mental Health Treatment (Individual or Group counseling	\$1,000 maximum per participant	

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CLIENT SUPPORT SERVICES-EITHER CONTRACTOR'S OR OUTSIDE AGENCIES - These services are provided to clients through Contractors, The Lord's Place, Riviera Beach Re-entry Center 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 or the expiration of the Contractual Purchase Order.

Category	Service	Rate	Requirements
Post-Release Transitional Housing	Direct service or referral based	\$5,000.00 maximum per participant	Provided at a cost of \$25 per day, maximum of \$5,000 per participant; need for housing must be in transition plan
Pre-& Post-Release Vocational Training	Vocational job training	\$2,000 Maximum per participant	Receipt for course registration and client acknowledgement form

B. MyFloridaMarketPlace

1. Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (System). Pursuant to section 287.057(22), F.S., all payments shall be assessed a Transaction Fee, which the Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, F.A.C.

The Department has determined that payments to be made under this Contractual Purchase Order are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3), F.A.C.

2. Vendor Substitute W-9

The Florida Department of Financial Services requires all vendors that do 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>. Frequently asked questions/answers related to this requirement can be found at: <https://flVendor.myfloridacfo.com/W-9%2ofaqs.pdf>. The Florida Department of Financial Services 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 at <http://vendor.myfloridamarketplace.com/>. You may contact the MyFloridaMarketPlace Customer Service Desk at 1-866-352-3776 for assistance.

C. Submission of Invoice(s)

The Contractor agrees to request compensation monthly through submission to the Department of a properly completed invoice 45 calendar days after month end, for the previous month of service delivery. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be accompanied by the required reports outlined in Section II., K., General Reporting Requirements and documenting compliance with performance measures described in Section II., L., Performance Measures and Financial Consequences.

The invoice will be considered for payment once received, reviewed, and approved by the Department's Contract Manager, or designee, which shall be no more than 15 calendar days from the date of receipt of the invoice, and all supporting documentation. If the Department's Contract Manager, or designee, identifies an issue with the Contractor's invoice, or a bona fide dispute, the 15 calendar day timeframe will be suspended until the Contractor resolves the issue or provides all requested information necessary to certify the invoice for payment.

The Contractor's invoice shall include the Contractor's name, Contractual Purchase Order number, invoice number, mailing address, Federal Employer Identification Number (FEIN), date of invoice period, and unit rates, in accordance with Section III., A., Payment. The Contractor shall provide an invoice in a format approved by the Department's Contract Manager, or designee, and every invoice must be accompanied by the appropriate supporting documentation.

The Contractor shall submit invoices pertaining to this Contractual Purchase Order 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

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 Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contractual Purchase Order.

F. Contractor's Expenses

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

G. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contractual Purchase Order are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contractual Purchase Order or from any other source are not eligible for reimbursement under this Contractual Purchase Order.

H. Tax Exemption

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

I. Timeframes for Payment and Interest Penalties

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

1. Upon receipt, the Department has five (5) business days to inspect and approve the goods and services and associated invoice, unless this Contractual Purchase Order specifies otherwise. The Department has 20 calendar days to deliver a request for payment (voucher) to the Florida Department of Financial Services. The 20 calendar 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 calendar days, a separate interest penalty, as specified in Section 215.422, F.S., will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than \$1.00 will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

J. Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than 45 calendar days after acceptance of the final deliverable by the Department or the end date of this Contractual Purchase Order, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time-period. Any payment due under the terms of this 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' at (850) 413-5518.

L. Electronic Transfer of Funds

Contractors 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 Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at www.myfloridacfo.com/division/aa/vendors or by phone at (850) 413-5517.

IV. **CONTRACTUAL PURCHASE ORDER 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 that will also be the official Contract Administration file;
2. Maintain the official records of all formal correspondence between the Department and the Contractor;
3. Serve as the liaison between the Department and the Contractor;
4. Verify receipt of deliverables from the Contractor;
5. Monitor and evaluate the Contractor's performance;
6. Process all change orders, and terminations of this Contractual Purchase Order;
7. Review, verify, and approve invoices from the Contractor; and
8. Evaluate Contractor performance upon completion of the overall Contractual Purchase Order. This evaluation will be placed on file and will be considered if this Contractual Purchase Order is subsequently used as a reference in future procurements.

B. Department's Contract Quality Assurance Program Manager

The Department's Contract Quality Assurance Program Manager for this Contractual Purchase Order will be:

Kim Riley, Assistant Bureau 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) 922-0847
Email: Kim.Riley@fdc.myflorida.com

The Department's 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 all 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, Circuits, and the Contractor on all quality assurance related issues.

The Department's Contract Quality Assurance Program Manager may delegate the following functions to the Department's Local Contract Quality Assurance Coordinator:

1. Monitor 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 on all quality assurance related issues; and
4. Monitor the expenditures and utilization, as related to service delivery.

The Department's 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

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C. Contractor's Representative

The name, title, address, and telephone number of the Contractor'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

D. Contractual Purchase Order Management Changes

After execution of this Contractual Purchase Order, any changes in the information contained in Section IV., CONTRACTUAL PURCHASE ORDER MANAGEMENT, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contractual Purchase Order record.

V. **CONTRACTUAL PURCHASE ORDER MODIFICATION**

Unless otherwise stated herein, modifications to the provisions of this Contractual Purchase Order, with the exception of Section III., C., Submission of Invoice(s), and Section IV., CONTRACTUAL PURCHASE ORDER MANAGEMENT, shall be valid only through execution of a formal Contractual Purchase Order Change Order.

VI. **TERMINATION**

A. Termination at Will

This Contractual Purchase Order may be terminated by the Contractor upon no less than 120 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 Contractual Purchase Order become unavailable, the Department may terminate this Contractual Purchase Order upon no less than 24 hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by any other method of delivery whereby an original signature is obtained. The Department shall be the final authority as to the availability of funds.

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C. Termination for Cause

If a breach of this Contractual Purchase Order occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contractual Purchase Order upon 24 hours' notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, F.A.C. 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 Contractual Purchase Order.

VII. **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 this Contractual Purchase Order term and following completion of this Contractual Purchase Order if the Contractor does not transfer the records to the Department; and (d) upon completion of this 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 this 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 this 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 this 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 this 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.

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

Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3605
Fax: (850) 922-4355
Email: CO.PublicRecords@fdc.myflorida.com

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 Contractual Purchase Order, 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 Contractual Purchase Order.
- 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 II, 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 Contractual Purchase Order for a period of seven (7) years following termination of this Contractual Purchase Order. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contractual Purchase Order. 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 IV., C., Contractor's Representative, or the address listed in Section III., 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. All documents must be retained by the Contractor for a period of seven (7) years following termination of this Contractual Purchase Order, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period.

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

B. State Objectives

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 Contractors and subcontractors in this Contractual Purchase Order. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this Contractual Purchase Order.

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

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

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, subcontractors, 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 Contractual Purchase Order.

2. Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

3. 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 Sections 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 subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained at <https://www.pride-enterprises.org/>.

4. 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 Contractual Purchase Order shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Sections 413.036(1) and (2), F.S.; and for purposes of this Contractual Purchase Order the person, firm, or other business entity carrying out the provisions of this Contractual Purchase Order shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

C. Prison Rape Elimination Act (PREA)

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

D. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contractual Purchase Order shall be procured in accordance with the provisions of Section 403.7065, F.S.

E. Sponsorship

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

F. Employment of Department Personnel

The Contractor shall not knowingly engage, employ, or utilize, 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, F.S.

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 Contractual Purchase Order.

H. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contractual Purchase Order may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contractual Purchase Orders.

I. Indemnification

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

J. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contractual Purchase Order. This shall include but is not limited to workers' compensation and general liability coverage, and property damage coverage. The Department must be an additional named insured on the Contractor's insurance related to this Contractual Purchase Order. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contractual Purchase Order. Upon the execution of this Contractual Purchase Order, the Contractor shall furnish the Department's Contract Manager, or designee, written verification of such insurance coverage. Such coverage may be provided by a self-insurance program

established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

K. Independent Contractor Status

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

L. Disputes

Any dispute concerning performance of this Contractual Purchase Order shall be resolved informally by the Department's Contract Manager, or designee. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Director of Administration. The Department's Director of Administration shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor and the Department's Contract Manager, or designee.

M. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contractual Purchase Order 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 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 Florida Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm or corporation, including parties to this Contractual Purchase Order, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

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

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with

equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that this Contractual Purchase Order prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

N. Subcontracts

The Contractor is fully responsible for all work performed under this Contractual Purchase Order. The Contractor may, upon receiving written consent from the Department's Contract Manager, or designee, enter into written subcontract(s) for performance of certain of its functions under this Contractual Purchase Order. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contractual Purchase Order, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) business days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contractual Purchase Order. Failure by the Contractor to pay the subcontractor within seven (7) business days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

O. Assignment

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

P. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this 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 Contractor agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial Branch, or a State agency.

S. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section II., C., Communications, and Section IV., CONTRACTUAL PURCHASE ORDER MANAGEMENT, of this Contractual Purchase Order shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative identified in Section IV., C., Contractor's Representative, which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

T. Conflict of Interest

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

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contractual Purchase Order.

U. Florida Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Department, shall be on file and in good standing with the Florida Department of State, or shall provide certification that they are exempt from this requirement.

V. Scrutinized Companies Contractor Certification

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

F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the Department may immediately terminate this 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, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of this Contractual Purchase Order. Any company that submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

W. Governing Law and Venue

This Contractual Purchase Order 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.

X. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contractual Purchase Order, 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.

Y. Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. 1320d-8), and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of this Contractual Purchase Order, which includes and incorporates the Business Associate Agreement, Attachment III, as part of this Contractual Purchase Order.

Z. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contractual Purchase Order. 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 Contractual Purchase Order 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.

AA. Cooperative Purchasing

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

Other State of Florida 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 Florida Department of Management Services to determine that the requestor's use of this Contractual Purchase Order is cost effective and in the best interest of the State.

BB. Scope Changes After Contractual Purchase Order Execution

During the term of this Contractual Purchase Order, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contractual Purchase Order specifications, provided that such changes are within the general scope of this Contractual Purchase Order.

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

The Department shall provide written notice to the Contractor 30 calendar days in advance of any Department-required changes to the technical specifications and/or scope of service which affect the Contractor's ability to provide the service as specified herein. Any changes, that are other than purely administrative changes, will require a Change Order.

CC. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Contractor, and any subcontractor, understands and will 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 **seven (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 **seven (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	\$250,000.00	100777

Total Award					
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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
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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 subvendor, 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 subvendors.
- 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 Chapter 119 Florida Statutes (F.S.), and Section 945.10, F.S., 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 VII. CONDITIONS, B <u>State Objections</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, F.S., in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), F.S.	<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, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; 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, F.S.	<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) business days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S.	<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:	
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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

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**STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS
AND
FLORIDA COMMISSION ON OFFENDER REVIEW
PURCHASE ORDER (PO) TERMS AND CONDITIONS**

The following purchase order terms and conditions apply to all Vendors doing business with the Florida Department of Corrections and the Florida Commission on Offender Review.

For good and valuable consideration, received and acknowledged as sufficient, the parties agree to the following, in addition to the terms and conditions expressed in the MyFloridaMarketPlace (MFMP) Purchase Order (PO). By accepting this electronic Purchase Order, the Vendor agrees to be bound by these conditions and instructions. Where these terms and conditions may conflict with those incorporated by reference in the MFMP PO, these terms and condition shall supersede.

1. The Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this PO and the venue for any legal actions arising here shall be Leon County, Florida.
3. The State of Florida's performance and obligation to pay under this PO is contingent upon annual appropriation by the Legislature.
4. The Vendor agrees to obtain and maintain during the PO term, commercial insurance of such type and with such terms and limits as may be reasonably associated with the goods and/or services purchased in the PO. This insurance may include but is not limited to Liability Insurance, Errors and Omissions Insurance and Workers Compensation Insurance.
5. The Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). Health Information Technology for Economic and Clinical Health Act (HITECH), 42 U.S.C. 17935, 17921 and 17931 ET SEQ, and Section 945.10, Florida Statutes (F.S.).
6. The Vendor shall maintain confidentiality of all data, files, and records related to the goods and/or services provided pursuant to this PO that are confidential or exempt from disclosure, pursuant to Florida or Federal laws. The Vendor shall comply with all State and Federal laws, and the Department's Procedures 102.004, 102.006, 102.008 and 401.006. A copy of these procedures will be made available upon request. The Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
7. The Vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise. This will include court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this PO, as well as for any determination arising out of or related to this PO, that the Vendor or Vendor's employees,

Revised: November, 2016

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agents, subcontractors, assignees or delagees are not independent contractors in relation to the Department. This PO does not constitute a waiver of sovereign immunity or consent by the Department, or the State of Florida, or its subdivisions to suit by third parties in any matter arising herefrom.

8. All patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are Department's property, and nothing resulting from Vendor's services or provided by the Department to Vendor may be reproduced, distributed, licensed sold or otherwise transferred without prior written permission of the Department. This paragraph does not apply to the Department's purchase of a license for Vendor's intellectual property.
9. If this PO is for personal services, the Vendor's staff assigned to this Contract shall be subject, at the Department's discretion and 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 Vendor 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, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Vendor shall provide the following data for any individual of the Vendor or Vendor's staff assigned to the Contract: Full name, Social Security Number, Race, Sex, Date of Birth, Driver's License Number and State of Issue. If requested, the Vendor's staff shall submit to fingerprinting by the Department for the background checks.
10. Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.
11. **TERMINATION:** This PO may be terminated by either party upon no less than 30 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this PO become unavailable, the Department may terminate the PO upon no less than 24 hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

The Department shall be the final authority as to the availability of funds. If any breach of the terms and conditions of the Department's PO or any of its incorporated documents occurs by the Vendor, and unless the provider's breach is waived by the Department in writing, the Department may, by written notice to the provider, terminate this PO upon no less than 24 hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1.006, Florida Administrative Code (F.A.C.). Waiver of breach of any provisions of this PO shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms of this PO. The provisions herein do not limit the Department's right to remedies at law or to damages.

12. The terms of this PO will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this PO shall govern.
13. As required by State of Florida Executive Order Number 11-116, the Vendor identified in this PO 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 subcontractors, 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 subcontracts that requires all subcontractors 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 work or provide services pursuant to this Contract with the Department.
14. The employment of unauthorized aliens by any Vendor is considered a violation of Section 274A(E) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this PO.
15. No Vendors or any personnel assigned to provide goods and/or services, as specified by this PO, may be a convicted felon or have relatives either confined by or under supervision of the Department, unless an exception is granted by the Department prior to the rendering of goods and/or services.
16. 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, which will be made available to the Vendor upon request.

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

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

Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3605
Fax: (850) 922-4355
Email: CO.PublicRecords@fdc.myflorida.com

18. The Vendor shall comply with Section 20.055(5), F.S., which states; it is the duty of every state officer, employee, agency, special district, board, commission, Vendor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.

19. If this PO exceeds \$1,000,000.00 in total, the Vendor agrees 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 Vendor agrees the Department may immediately terminate the PO if the Vendor is found to be on or 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 PO.

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