

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: April 1, 2025	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> []	Regular
	<input type="checkbox"/> []	Ordinance	<input type="checkbox"/> []	Public Hearing

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

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: First Amendment to Contractual Purchase Order (CPO) (PR533715) for \$500,000 for contractual Adult Reentry Services from the Florida Department of Corrections (FDC) retroactive to August 1, 2024 for the service period of July 1, 2024 through June 30, 2025.

Summary: Palm Beach County's (PBC) Public Safety Department Division of Justice Services contracts with providers to coordinate reentry services to those returning to PBC from incarceration. Providers are solicited and selected for a three (3) year period through a competitive procurement process, although funding is allocated on an annual basis. For FY 2022-2025, The Lord's Place, Inc. (TLP) and the City of Riviera Beach (RB) were the two (2) selected agencies to receive funding specifically for pre and post release case management and client support services. The State of Florida FY2024–FY2025 General Appropriations Act provided \$500,000 in non-recurring general revenue funds to the PBC Board of County Commissioners (BCC) for Adult Reentry Services. This funding supports the Provider contracts, who serve returning residents who are released from FDC facilities and return to Palm Beach County. The original Purchase Order was submitted as a receive and file item at the September 10, 2024 BCC meeting. The BCC authorized County Administrator, or designee, to execute future documents associated with this Purchase Order on the September 10, 2024 meeting. This First Amendment CPO updates case management unit costs for TLP and RB from \$15 to \$15.52 per 15 minutes of services to meet the increase in agency employee compensation and benefits, and increases the maximum compensation amount for basic needs per participant from \$500 to \$750 due to the overall increase in the cost of common goods. There was a delay in submitting this document timely to the BCC as a receive and file due to an administrative oversight. Countywide (RS)

Background and Justification: Once the General Appropriations Act was signed by Governor Desantis, the FDC issued PBC a CPO for contractual services supporting Reentry Services. The FDC utilizes purchase orders in lieu of contracts. The CPO was submitted through the MyFloridaMarketPlace (MFMP) system. The CPO did not require a signature from the PBC. The purchase order completed the internal review process via the MFMP system and was submitted to PBC electronically. It became effective on July 1, 2024. This will be the ninth year the County has received funding from the FDC for reentry services.

Attachments:
1) FY24-FY25 Amended FDC CPO (PR533715)

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Recommended By:	<u>Seimoka</u>	<u>2/28/25</u>
	Department Director	Date
Approved By:	<u>Welf Glun</u>	<u>3/10/25</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Personal Services	_____	_____	_____	_____	_____
Operating Expenses	_____	_____	_____	_____	_____
Capital Outlay	_____	_____	_____	_____	_____
Grants & Aids	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	_____*	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative) _____ 0 _____ 0 _____ 0 _____ 0 _____ 0

Is Item Included In Current Budget? Yes X No _____
Is this item using Federal Funds? Yes X No _____
Is this item using State Funds? Yes X No _____

Budget Account Exp No: Fund1436 Dept. 662 Unit 5706 Obj. 8101/8201 Prog.Var. _____
Rev No: Fund1436 Dept. 662 Unit 5706 Rev. 6999 Prog.Var. _____

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

Fund: 1436 - Justice Services Grant Fund
Unit: 5706 DOC FY24-25

*No additional fiscal impact, changes only to the unit rate and maximum amount per participant for basic needs. Contracts with the agencies reflect the updated amounts.

C. Departmental Fiscal Review: _____
[Signature] 2/13/25

III. REVIEW COMMENTS

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

[Signature] 3/3/2025 *[Signature]* 3/4/25
OFMB *QA 3/3* Contract Dev. And Control
MO 3/3 *26 3.4.25*

B. Legal Sufficiency:

[Signature] 3/4/25
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

I. CONTRACT TERM

Unless otherwise specified, the Contractual Purchase Order begins on July 1, 2024. Contractual services to be provided by the Contractor shall be completed by June 30, 2025. It is authorized pursuant to the Fiscal Year (FY) 2024-2025 General Appropriations Act, 763A.

II. SCOPE OF SERVICE**A. General Service Description/Purpose**

The FY 2024-2025 General Appropriations Act provides \$500,000 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/or returning to Palm Beach County, Florida.

The Contractor shall partner with Sago Palm Re-Entry Center, The Lord's Place, , Integrated Healthcare Systems Riviera Inc. Inc. and the Riviera Beach Re-entry Center to implement RESTORE. The RESTORE will target 300 moderate to high risk offenders and/or inmates, as determined by the Level of Service/Case Management Inventory (LS/CMI) Scores from completed risk assessments to provide individualized 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.

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

The parties will send Contractual Purchase Order communications in two (2) forms: routine, and formal, as follows:

Routine: Routine communications include all normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged by the receiving party within two (2) business days and responded to within 30 calendar days of receipt.

Formal: Formal Communications are written communications from the Department that relate to significant issues such as Breach of Contractual Purchase Order, unsatisfactory performance, assessment of financial consequences, changes in Service Locations, or contractual purchase order termination. Formal communications will clearly be marked as "Formal Communication" and must be acknowledged by the Contractor upon receipt and responded to within seven (7) calendar days of receipt via email. The Department will use a date and numbering system to track formal communications.

The only personnel authorized to use formal contractual purchase order communications are the Department's Director of Administration, the Chief of Contract Management and Monitoring, Procurement Director, Contract Manager and Contract Administrator, and the Contractor's Representatives. Other persons authorized to utilize formal contractual purchase order communications must be agreed upon by both parties and identified in writing within 10 calendar days of execution of this Contractual Purchase Order. Both parties must provide written notification of any subsequent changes to those authorized to use formal communications before issuing any formal communication from another person.

If an urgent problem arises, the Department will contact the Contractor and the Contractor shall verbally respond to the Contract Manager, or designee, within two (2) hours. If a non-urgent problem arises, 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 shall provide the Department all information and records that the Department deems necessary to respond to inquiries, complaints, or grievances from or about Offenders within three (3) business days of receiving the request.

D. 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 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.
6. The Department shall enter the information from Section II of the DC5-404 into OBIS when an individual is enrolled or denied enrollment.

E. Contractor Responsibilities:

1. The Contractor shall provide re-entry program services, giving priority to moderate 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." 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.
3. The Contractor shall provide the Department's Contract Manager, or designee, and the Department's Local Contract Quality Assurance Coordinator, 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.
4. The Contractor shall submit to the Department's Contract Manager, or designee, and the Department's Local Contract Quality Assurance Coordinator, or designee, for review and written approval, any significant revisions and/or updates to the Program description, eligibility criteria, program rules, or criteria for termination from the Program, prior to such revisions and updates being implemented.
5. The Contractor shall provide its own internet access and maintain a current, active email address, at all times, for the duration of this Contractual Purchase Order.

F. 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 Bay Bottom 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
2808 N. Australian Avenue,
West Palm Beach, FL 33407

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

Integrated Healthcare Systems Riviera Inc.
31 W 20th Street
Riviera Beach, Florida 33404

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. Services in the Contractual Purchase Order must be provided exclusively at the Department's approved locations. 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, and must include an effective date for the change. 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.
- b. 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. Program Service Times and Organization

The Contractor shall provide the program operating hours, an organizational chart outlining the structure of authority, responsibility and accountability for the program and a schedule of program services to the Department’s Local Quality Assurance Coordinator or designee and the Department’s Contact Manager or designee, within seven (7) business days of the issuance of this Contractual Purchase Order. The Contractor shall provide services at times based on the program participant’s needs and convenience. The Contractor shall be flexible in scheduling services to offenders in accordance with Section II., SCOPE OF SERVICE.

G. 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 (individuals not convicted in Palm Beach County may be assessed on an individual basis), 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 LS/CMI, priority will be given to those that score moderate to high risk as defined below:

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Risk	LS/CMI Score
Very Low	0 – 4
Low	5 – 10
Moderate	11 – 19
High	20 – 29
Very High	30 +

2. Referrals: The Department shall complete Section I of the DC5-404, enter the information into OBIS, and send a copy to the Contractor within five (5) business days. 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) business 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) business 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) business 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/Pre or Post Release Plan; 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

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 casefile.

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) Program participant no longer interested in receiving re-entry services;
- 4) End of the program participant's sentence;

- 5) Death of the program participant; or
- 6) 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.

H. Services to be Provided

The Contractor shall subcontract with The Lord's Place, Integrated Healthcare Systems Riviera Inc. Inc. 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 Training, and all essential Case Management Services described in Section II., J., 2.h. A spreadsheet documenting the number of hours worked by each qualified case manager, the service provided and the name and DC number for whom the service was provided.

- a. Outreach: The Contractor may provide initial outreach activities for pre-release program participants that are within three (3) years of release or upon intake into Sago Palm Re-entry Center. Outreach activities shall include informational session(s) and/or other outreach activities, such as telephone contact, videoconference and/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 LS/CMI. A case manager shall complete 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 Local Quality Assurance Coordinator, or designee if a case will deviate from this timeframe.
- c. Plan of Care/Pre or Post Release Plan: The Contractor's case manager shall develop a Plan of Care for each program participant, 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, telephone or virtual 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 Local Quality Assurance Coordinator, or designee if a case will deviate from this timeframe.
- d. Pre-Release Follow-Up/Plan Review at Sago Palm Reentry Center: The contractor will ensure a qualified case manager meets individually with each program participant at least three (3) times prior to release and discuss the program participant's performance and progress in the Program. A plan review consists of a telephone, videoconference 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. Post-Release 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 telephone 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.
- f. Employment Assistance: The Contractor may provide employment assistance via in-person or virtual to participants identified in need of the services in their Plan of Care and 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 LQAC, 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 or refer pre-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 reimburse for issuance of an industry-certification license or a license renewal.
 - 4) Transitional Job: The contractor may provide transitional jobs to participants based on the program participant's need for employment and development of employment skills. Participant will be required to attend a Cognitive Based curriculum while participating in the Transitional Job.
2. Peer Support Services - The Contractor shall provide peer support services by a Certified Recovery Peer Specialist (CRPS) for program participants 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. Peer support services shall be conducted with a program participant-centered approach that takes into consideration the most pressing of the program participant's needs.
 3. 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 LQAC, 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. Housing Assistance: The Contractor may provide 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.

- c. Emergency Housing: The contractor may provide emergency housing assistance through direct service or through referral based on individual need and willingness to participate. The need and referral for emergency housing assistance shall be reflected in the Plan of Care and approved information system.
- d. 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 including transaction fees incurred for various forms of payment. The Department will reimburse for license fines or other fees necessary for license maintenance and reinstatement.
- e. Transportation: The Contractor may assist in the purchase of a bicycle, scooter, bicycle equipment and/or may provide daily bus passes, monthly bus passes, Tri-Rail passes, Brightline passes and/or ride-sharing to program participants identified as in need in the Plan of Care.
- f. Cognitive Behavioral Intervention (CBI) Stipend: The subcontractors may provide a stipend to participants who participate in CBI on a per class basis depending on attendance and level of participation.
- g. Substance Abuse Education and Mental Health Treatment Assistance: The subcontractors may refer clients to licensed mental health providers, Certified Addiction Professionals, Certified Addiction Counselors or Masters level counselors under the supervision of a licensed professional 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. 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 on the date of service.
- h. 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, Licensed Counselor with mental health and addiction treatment experience, mental health providers, Certified Addiction Professionals, Certified Addiction Counselors or Master's level counselors under the supervision of a licensed professional. The Contractor shall document that all staff have 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 are responsive to the needs of minority individuals. The Contractor may be required to participate in staff training authorized by the Department.
- i. Mental Health Assessment: For participants determined to need a mental health assessment and have 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.

- j. 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 their clinical need. The need for an increase or decrease in counseling shall be documented in the Plan of Care.
 - k. 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.
 - l. 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.
 - m. Transitional Job: The contractor may provide transitional jobs to participants based on the program participant's need for employment and development of employment skills. Participant will be required to attend a Cognitive Based curriculum while participating in the Transitional Job. Participants shall be paid a weekly stipend to include hourly rate for Transitional Job in addition to attendance and participation in Cognitive Based curriculum.
 - n. Basic Needs: The Contractor shall provide, if necessary, basic needs (water, food, clothing, small household appliances, tents for housing, bedding, towels, linens, utensils, dishes, pots, pans, toiletries, etc.) to ensure clients that are transitioning from incarceration have their basic needs met.
 - o. 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.
 - p. 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.
 - q. Basic Technology Needs and Financial Assistance: The Contractor shall provide, if necessary, assistance with basic technology purchases of laptops, tablets, phone and provide assistance with payment for phone services.
4. 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/Pre or Post Release Plan;
- 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.

5. 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.

6. 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.

7. 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, virtual, 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.

I. Contractor's Requirements

1. Conduct and Safety Requirements

- a., The Contractor's staff shall adhere to the standards of conduct specified in Chapter 33-208, Florida Administrative Code (F.A.C.), and 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.
- b. The Contractor shall ensure that all staff adhere to and are provided a copy of their safety requirements. A signed receipt of acknowledgment shall be maintained in the Contractor's Staff employee personnel file. The Department serves the right to disqualify, prevent, or remove any staff from any work under the contract. The Department is under no obligation to inform the Contractor of the criteria for disqualification or removal.

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

- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate/offender or group of inmates/offenders 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'/offender'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/offenders or their families (example – loans, selling, buying, renting, leasing, 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/offender 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 inmates and offenders.
- d. The Contractor shall NOT hire individuals possessing "temporary work visas" to fill positions under this Contractual Purchase Order.
- e. The minimum requirements for a certified recovery peer specialist include:
 - 1) Valid Florida Driver's License;
 - 2) Training in Motivational Interviewing;
 - 3) Maintain professional demeanor at all times;
 - 4) Ability to learn and use the RENEW database to document case notes;
 - 5) Certified by the Florida Certification Board
- f. The minimum requirements for case managers include:
 - 1) Related Bachelor's degree or equivalent history of experience;
 - 2) Valid Florida Driver's License;
 - 3) Training in Motivational Interviewing;
 - 4) Maintain professional demeanor at all times;
 - 5) Excellent verbal and written communication skills;
 - 6) Ability to learn and use the RENEW database to document case notes;
 - 7) LS/CMI certification; and
 - 8) Excellent time management, problem solving and organizational skills.
- g. Upon hire, case managers have 90 days or until the next available certified course to be trained in the minimum requirements listed in subsection (f) of this section.

- h. 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 LS/CMI 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) Assist with obtaining and/or maintaining housing;
 - 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 LS/CMI, 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 industry recognized certification trainings;

- 38) Facilitate the Job Readiness Class;
 - 39) Facilitate Group Support (i.e.-personal development groups like addressing anger, improving supportive relationships, etc.);
 - 40) Receive and review referrals for new participants;
 - 41) 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;
 - 42) 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;
 - 43) Attend and actively participate in team meetings providing clinical input/insight/feedback utilizing a solution-oriented approach;
 - 44) 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;
 - 45) Provide transition materials, as well as, plan workshops, special events, and engage speakers;
 - 46) Telephone calls (i.e.-client check ins, referrals for service coordination, etc.);
 - 47) Coordinate services for substance abuse treatment, job skill assessment and training, community behavioral-health counseling services, housing needs;
 - 48) Serve as client liaison between program and other support agencies;
 - 49) Identify and coordinate vocational, GED/literacy and job training skills for successful client transition;
 - 50) Enter participant updates and information into monthly reports which are submitted to program manager;
 - 51) Provide regular, internal reviews of case files and participant records for quality assurance and completion in accordance with agency and program standards; and
 - 52) Obtain bus passes and assist clients with coordinating transportation needs.
- i. 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 LS/CMI 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) Assist clients in obtaining identification;
 - 9) Orient clients to program for successful completion;
 - 10) Provide and coordinate services for crisis intervention and de-escalation;
 - 11) Collaborate with clients to develop measurable goals;
 - 12) Phone calls (i.e., client referrals for service coordination, etc.);

- 13) Supervisory chart review for quality assurance and completeness in accordance with regulations;
- 14) Attend multi-disciplinary meetings for case coordination and advocacy on behalf of clients (i.e. Care Team, etc.);
- 15) Staff supervision to address client needs or issues;
- 16) Referral coordination for community healthcare, mental health, and other services necessary for successful program completion;
- 17) Document and track services for reporting, client outcomes, and audit purposes;
- 18) 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
- 19) Coordinate with community partners for post-transition planning;

3. Staff Background/Criminal Record Checks

- a. The Contractor shall comply with Section VIII Background Screening in the attached Final 2024 PO Terms and Conditions as well as the following:
- b. The Contractor/subcontractor shall also ensure that the LCQAC, 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. The Contractor shall maintain the background check approval for each employee in their personnel file.
- 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. Offenders are precluded from participating in programming, receiving services, or placement at any program where pre-existing, or continuous close personal relationships, exist between the offender and any staff of the Contractor. It is the responsibility of the Contractor to advise the Department's Contract, or designee of any know pre-existing close, personal relationships between staff and participants. Rule 33-208.002(26), F.A.C., shall apply at the program, and stipulates that marriage between an employee and a participant is prohibited.
- f. 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.

- g. 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.
 - h. The Contractor shall immediately report any new arrest, criminal charges, or convictions of a current employee under this Contractual Purchase Order.
 - i. 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.
 - j. The Contractor shall comply with the Department's Procedure 208.013, "Outside Employment," when hiring current or form Department employees.
4. 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.

J. 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. Probation 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.
2. 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, by the 15th calendar day, following the end of each quarter.,

3. Report to Legislature: Based on Legislative provisor language the Contractor shall provide information to the Department by December 4, 2024, regarding 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.
4. Program Invoice and Monthly Performance Report (Attachment II): The Contractor shall provide the Department with a Program Invoice and the Monthly Performance Report on a monthly basis using the Department’s standardized format. The Program Invoice and Monthly Performance Report shall be submitted to the Department’s Contract Manager, or designee, no later than the 45 days following the month that services were rendered, unless prior written approval for extenuating circumstances has been received by the Contractor from the Department’s Contract Manager, or designee.
5. Executive Compensation Report – Per Executive Order 20-44m, the Contractor must submit an annual report. Including its most recent IRS Form 990, to the Contract Manager by May 15th each calendar year. The annual report shall detail the total compensation for the Contractor’s executive leadership teams, including salaries, bonuses, cashed-in-leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payouts(s). The annual report must indicate what percentage of compensation comes directly from the State or federal allocation to the Contractor. In addition, the Contractor shall inform the Department of any change(s) in total executive leadership compensation between annual reports.

K. 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.

The Contractor must submit a written request to the Contract Manager for any exception to these standards. The Contractor’s request must be made in advance of the Department assessing financial consequences. The Contractor must not have contributed to the cause(s) of a failed performance standard for the Contract Manager to grant an exception. The Department’s granting of an exception is not automatic and is at the Department’s sole discretion.

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.
- 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 (CPE) Monitoring

Outcome: The Contractor shall meet the contractual obligations noted on the Annual Comprehensive Program Evaluation, completed by the Department.

Measure: Annually

Standard: (80%) compliance achieved during the Department's CPE monitoring

Consequence: The Department will assess financial consequences as a percentage of the fiscal year Contractual Purchase Order value, when compliance is within one of the ranges below:

- a) 79-70%=2% of the annual Contractual Purchase Order Value; or
- b) 69-60%=3% of the annual Contractual Purchase Order Value; or
- c) 59-0%=4% of the annual Contractual Purchase Order value.

3. Performance Measure: Program Invoice and Monthly Performance Report

Outcome: The Contractor shall submit the Summary Invoice and Detailed Performance Report, in a Department approved format, to the Contract Manager on or before no later than 45 days, following the month that services were rendered.

Measure: Monthly

Standard: All Monthly Invoice and Detailed Performance Reports shall be postmarked or sent by email by the 45th day of the month, following the month that services were rendered.

Consequence: Unless the Contract Manager provides written pre-approval of an extended timeframe, based on the Contractor's assertion of extenuating circumstances beyond their control, the Department will assess the following financial consequences:

- a. 10% of the total invoice amount, if postmarked or emailed 45th day of the month, following the month that services were rendered; and
- b. An additional 10% of the total invoiced amount for each additional month late thereafter.

4. Performance Measure: Repeat Deficiencies

Outcome: The Contractor shall correct performance deficiencies identified during a monitoring review, or site visit as required by a CAP.

Measure: Per CAP, upon subsequent review or site visit

Standard: 100% of all deficiencies identified will be corrected within the time frame indicated on a CAP.

Consequence: One percent (1%) of the annual Contract value, or \$500 whichever is less, for each CAP where a repeated deficiency occurs and has not been corrected by the Contractor in accordance with their Department-approved CAP.

5. Performance Measure: Successful Discharges/Active Participants

Outcome: All program participants enrolled in the program during each quarter, must remain active in the program or be successfully or administratively discharged from the program during that quarter.

Measure: Review of each offender's admission date, discharge date, and discharge status.

Standard: Sixty-Five percent (65%) of the program participants enrolled in the program during each quarter of the year, must remain active in the program or successfully or administratively discharged from the program during the quarter.

Consequence: If the Contractor fails to meet, the Performance Standard as outlined above, the Department will impose Financial Consequences of one percent (1%) of the total allocation of the Contractual Purchase Order annually.

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.

L. Monitoring and Evaluation Methodologies**1. Methodologies**

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 both announced and unannounced;
- b. Review of clinical files to ensure delivery of required services;
- c. Desk reviews of records related to services delivery and adherence to contractual timeframes (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. Observation of direct clinical services and program activities (i.e., assessments, screenings, treatment plan reviews, aftercare plan reviews, individual and group counseling sessions, etc.);
- e. Onsite reviews of Contract-related records maintained at the Contractor's business location(s);
- f. Interviews or surveys of Contractor staff, Department staff and offenders;
- g. Review of grievances regarding the Contractor's service delivery; and
- h. Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies, as applicable (e.g., American Correctional Association, etc.).

To ensure quality related and non-compliance issues are addressed, the Contractor may be required to submit a written Corrective Action Plan (CAP) or Quality Enhancement Strategy (QES) detailing the activities that will be used to ensure contract compliance.

2. Monitoring Tool

The Department will develop and administer a Contract Monitoring tool in accordance with the requirements of this Contractual Purchase Order. The monitoring tool will be utilized in review of the Contractor's performance.

3. Self-Certification of Compliance

The Contractor shall complete the Self-Certification of Compliance checklist within 30 Days of Contract execution. 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. The Contractor's Self-Certification is not binding on the Department.

4. Program Start-up Orientation and Subsequent Monitoring

The Contract Manager will conduct an orientation during the first 30 calendar days of Program start-up. The Contract Manager will observe and assess the Contractor's understanding of the tasks required for the overall success of the Program. The Program orientation will include confirmation that technical instructions have been provided to new staff, and a meeting with the lead Contract Supervisor(s) and staff to ensure that Contract requirements monthly reporting, invoicing, and program data management are clearly understood and properly implemented.

Orientation will be followed by an in-depth CPE at least once every Contract year. The frequency of the CPE will be at the discretion of the Contract Manager, in accordance with Department procedures. The Department may begin monitoring the Contractor's service delivery beginning the second month after the implementation of services to ensure that Contract requirements are being met. The Contractor shall provide all documentation requested during a monitoring event or by 5:00 p.m. Eastern Time on the last Day of the monitoring event.

5. Corrective Action Plans (CAPs)

The Contract Manager will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring event. The monitoring report will be in detail sufficient to provide the Contractor an opportunity to correct areas of noncompliance where feasible. Once received, the Contractor shall submit a written CAP to the Contract Manager within 10 Days of receiving of the monitoring report, unless a longer period of time is allowed by the Department's monitoring report. The Contractor's CAP shall address all noted deficiencies, include the individuals responsible for correcting deficiencies, and provide time frames required for achieving compliance. The Department may reject CAPs that do not contain all information required.

In response to the Department’s written monitoring report, the Contractor may submit any documentation not previously provided during the monitoring event. This documentation will not change the monitoring score, if applicable, but will count towards achievement of correction in the Contractor’s CAP. Designated Department staff may conduct follow-up monitoring at any time to determine the Contractor’s compliance with their Department-approved CAP, and corrections of deficiencies previously noted.

Upon the Department’s approval of this Corrective Action Plan (CAP), the issues identified herein shall be corrected by the date specified in this CAP to avoid financial consequences from being imposed during a follow-up visit. If an exception is going to be requested and/or a revised CAP is going to be submitted by the Contractor, it must be approved prior to the Department’s follow-up visit/monitoring.

M. 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.

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 \$500,000. 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

PBC may request reimbursement of administrative fees at no more than 15% of the total FY 24-25 allocation.

CASE MANAGEMENT SERVICES: These services are provided to clients through The Lord's Place and/or the City of Riviera Beach Re-entry Center. The Contractor may reimburse subcontractors when provided documentation and evidence to support services are for enrolled offenders. The category maximums established are for the purpose of budgeting and trend analysis. RESTORE may use funds from another category to facilitate the successful delivery of the Program if necessary. The Contractor must submit a cumulative spreadsheet to track the distribution of funds for all categories where a maximum amount is established.

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The Lord’s Place, City and/or the City of Riviera Beach Re-entry Center

Category	Service	Rate	Requirements
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 h.	\$15.52 per each 15 minutes of service delivery, may be multiple 15-minute increments billed	Eligibility for receipt of service: Must be provided to an inmate within three (3) years of release or upon intake at Sago Palm Re-Entry Center; Documentation for Invoicing: Spreadsheet documenting the number of hours worked by each qualified case manager, the service provided and the offender or inmate name and DC number for whom the service was provided.
Peer Specialist Unit Cost	The Peer Specialists uses their own unique experience in order to guide and support others who are transitioning back to the community through one-on-one sessions or group meetings	\$15.52 per each 15 minutes of service delivery, may be multiple 15-minute increments billed	Eligibility for receipt of services: Must be provided to an inmate within three (3) years of release or upon intake at Sago Palm Re-Entry Center; Documentation for Invoicing: Spreadsheet documenting the number of hours worked by each qualified peer specialist, the service provided and the offender or inmate name and DC number for whom the service was provided.

DIRECT CLIENT SUPPORT SERVICES: These services are provided to clients through The Lord's Place and the City of Riviera Beach Re-entry Center. The Contractor may reimburse subcontractors when provided documentation and evidence to support services are for enrolled offenders. The category maximums established are for the purpose of budgeting and trend analysis. RESTORE may use funds from another category to facilitate the successful delivery of the Program if necessary. The Contractor must submit a cumulative spreadsheet to track the distribution of funds for all categories where a maximum amount is established.

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Category	Service	Rate	Requirements
Post-Release Transportation	Daily Bus (up to \$5 per day), Monthly Bus (up to \$75 per month), Tri-Rail Passes (up to \$100 per month), Brightline and/or bicycle/scooter and bicycle/scooter equipment (up to \$500 as a one-time cost) Ride-Sharing (up to \$50 per ride)	\$75.00 maximum per participant per month for bus passes \$100.00 maximum per participant for Tri-Rail passes \$500 maximum per participant for bicycle and bicycle equipment \$300 maximum per participant for Ride-Sharing	Palm Tran Connection Receipt of bus pass or Tri-Rail pass, proof of payment for bus pass, and Agency Bus Pass Distribution Log showing issued date, participant name, DC number, and signature, bus pass type and cost, bus pass serial number, and case manager signature. For bicycle, scooter, bicycle/scooter equipment and ride-sharing, receipt along with program client acknowledgement form.
Post-Release Employment Assistance	Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools)	\$500 maximum per participant	Receipt for product along with program client acknowledgement form
Cognitive Behavioral Intervention	CBI classes (MRT or CBI EMP)	\$25 per class	Receipt for stipend along with client acknowledgement form and sign in sheet.
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, driver improvement classes (for reinstatement and maintenance of license).	\$350.00 maximum per participant/	Receipt from identification provider along with client acknowledgement form
Post-Release Basic Needs	Water, food, clothing, tents, small household appliances, bedding, towels, linens, utensils, dishes, pots, pans, toiletries, etc.	\$750.00 maximum per participant	Client acknowledgement form and purchase receipt

Category	Service	Rate	Requirements
Post-Release Basic Technology Needs and Financial Assistance	Technology items (purchase of phone/tablet/laptop), and paying for minutes or phone services	\$500.00 maximum per participant	Client acknowledgement form and purchase receipt

CLIENT SUPPORT SERVICES- OUTSIDE AGENCIES: These services are provided to clients through The Lord's Place and the City of Riviera Beach Re-entry Center 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, proof of enrollment
Emergency Housing	Direct service or referral based	\$1,500 maximum per participant	Maximum of \$1,500 per participant -need for emergency housing must be in transition plan. Funds may be used for hotel, motel, and/or any other viable emergency housing options. Receipt from provider along with client acknowledgment 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	

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CLIENT SUPPORT SERVICES-EITHER CONTRACTED PROVIDERS OR OUTSIDE

AGENCIES -These services are provided to clients through Contractors, The Lord's Place, Integrated Healthcare Systems Riviera Inc., Inc., and/or the City of Riviera Beach Re-entry Center), 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 Housing	Direct service or referral based	\$10,000 maximum per participant	Maximum of \$10,000 per participant -need for housing must be in transition plan. Funds may be used for applications, deposit, rent and/or transitional housing.
Pre-& Post-Release Vocational Training	Vocational job training	\$3,500 Maximum per participant	Receipt for course registration and client acknowledgement form
Post-Release Mental Health Assessment	Mental health assessment	\$300.00 maximum per assessment	Receipt from provider along with client acknowledgement form
Post-Release Mental Health Treatment (Individual or Group Sessions)	Mental Health Treatment (Individual or Group counseling	\$2,000 maximum per participant	Receipt from provider along with client acknowledgement form
Transitional Job (TJ)	Hands on employment training through a designated TJ coupled with CBI	\$550 maximum per week	Receipt of stipend along with client acknowledgment form and client "time" sheet

B. State Business Requirements

1. MyFloridaMarketPlace(MFMP)/ Ariba on Demand (AOD)

Each Contractor, as defined in Section 287.012, F.S., doing business with the State of Florida shall maintain an active registration in MFMP/AOD unless exempted under Rule 60A-1.033, F.A.C. For assistance with registration, Contractors may contact the MFMP/AOD Customer Service Desk at contractorhelp@myfloridamarketplace.com or (866) 352-3776.

Pursuant to Section 287.057(24), F.S., all contractor payments could be assessed a Transaction Fee unless a qualifying exception exists pursuant to Rule 60A-1.031, F.A.C. and the Department has determined that payments made under this Contract are excepted from this Transaction Fee pursuant to Rule 60A-1.031(6)(f), 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%20faqs.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:

Roshanda Colebrook-LaGuerre, FCCM, MCJ, Operations Review Specialist
Bureau of Contract Management and Monitoring
Florida Department of Corrections
2928 North State Road 7
Lauderdale Lakes, FL 33313
Telephone: (954)375-9446
Email: Roshanda.Colebrook-Laguerre@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
20 S. Military Trail
West Palm Beach, Florida 33415
Phone: (561) 355-1723
Fax: (561) 355-30971
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. 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.

H. 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.

I. 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.

J. 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) 413-5516.

K. 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:

Roshanda Colebrook-LaGuerre, Operations Review Specialist
Bureau of Contract Management and Monitoring
Florida Department of Corrections
2928 North State Rd 7
Lauderdale Lakes, Florida 33313
Telephone: (954) 375-9446
Email: Roshanda.Colebrook-Laguerre@fdc.myflorida.com

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

1. Maintain a Contract Management file;
2. Serve as the liaison between the Department and the Contractor;
3. Verify receipt of deliverables from the Contractor;
4. Monitor and evaluate the Contractor's performance;
5. Process all change orders, and terminations of this Contractual Purchase Order;
6. Review, verify, and approve invoices from the Contractor; and
7. 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:

Amy Vanness, Assistant Bureau Chief
Bureau of Substance Use Treatment
Florida Department of Corrections
501 South Calhoun Street Tallahassee, Florida 32399-2500
Telephone: (850) 717-3051
Facsimile: (850) 922-0847
Email: Amy.Vanness@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:

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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.

C. Department's Local Contract Quality Assurance Coordinator

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

Arnia Perpignand, Correctional Programs Consultant
Bureau of Substance Use Treatment
Florida Department of Corrections
1641 Worthington Road, Suite 320
West Palm Beach, FL 33409
Telephone: (561) 269-5772
Facsimile: (561) 242-5484
Email: Arnia.Perpignand@fdc.myflorida.com

D. 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 20 S. Military Trail
West Palm Beach, Florida 33415
Telephone: (561) 355-1723
Fax: (561) 355-3097
E-mail: NBishop@pbcgov.org

E. 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.

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VI. CONDITIONS**A. Records****1. Audit Requirements**

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices (GAAS).
- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contractual Purchase Order.

2. 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 following termination of the Contractual Purchase Order for the timeframes required by the Florida Department of State, General Records Schedule, GS1-SL, which can be found at the following link: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. All invoices and documentation must be clear and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than 48 hours upon request, if stored at a different site location than the address listed on Section V., C., Contractor's Representative, or the address listed in Section IV., D., Official Payee. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. The Contractor must retain all documents for the appropriate timeframes listed in the GS1-SL record schedule following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the of the appropriate timeframes, 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 10 Days if and when the records are moved to a new location.

B. State Objectives**1. 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 the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

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

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

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, 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 Contract. 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>.

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

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, 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 Contract, the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

C. 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.

D. Sponsorship and Media

If the Contractor is 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 Contractor.

Coordination with the Department's communication's office is required for any media-related publicizing or advertising.

E. 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.

F. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, sex, 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.

G. 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. This Agreement is not a partnership or a joint venture between the parties.

H. Disputes

Any dispute arising from 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.

I. 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.

J. Subcontracts

The Contractor shall comply with Section XXIV in the attached Final 2024 FDC PO Terms and Conditions, and shall include the items noted below:

- 1. Identity of the subcontractor (i.e., company, individual, etc.) that will be performing the subcontracted services;
- 2. Qualifications of the subcontractor; License(s) and certification(s) provided by the subcontractor, required to perform the subcontracted services; and
- 3. Include the specific clauses noted below from the Contract between the Contractor and the Department:
 - a. Cooperation with Inspector General
 - b. Cooperation with the Florida Senate and the Florida House of Representatives
 - c. E-Verify
 - d. Staff Background/Criminal Records Checks

Additionally, all subcontractor agreements must include a statement from the proposed subcontractor acknowledging acceptance of and intent to be bound by the contract terms included in the contract between the Department and the Contractor.

K. 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.

L. 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.

M. 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., D., Contractor’s Representative, which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

N. Conflict of Interest

The Contractor shall not compensate in any manner, , any officer, agent or employee of the Department for any act or service that may done, or performed 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.

O. 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.

P. 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.

Q. Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 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 IV**), as part of this Contractual Purchase Order.

R. 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.

S. 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 the Contract is cost effective and in the best interest of the State.

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T. 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.

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