

MEMORANDUM

Agenda Item No. 9(A)(2)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: June 16, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a contract between Miami-Dade County and the Florida Department of Juvenile Justice in the amount of \$4,416,181.00 for the daily operation of the Miami-Dade County Juvenile Assessment Center; authorizing the County Mayor to execute such contract and other contracts, agreements, and memoranda of understanding for this purpose as well as amendments for additional funding during the initial term of the contract and for all renewals thereof and to exercise all provisions therein; and authorizing the County Mayor to receive and expend such funds and additional future funds that may become available for this purpose

Resolution No. R-581-20

The accompanying resolution was prepared by the Juvenile Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.



Abigail Price-Williams
County Attorney

APW/smm

Memorandum



Date: June 16, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in blue ink, appearing to read "Carlos A. Gimenez", written over the "From:" line.

Subject: Resolution Approving a contract between Miami-Dade County and the Florida Department of Juvenile Justice in the amount of \$4,416,181.00 for the daily operation of the Miami-Dade County Juvenile Assessment Center and Authorizing the County Mayor or County Mayor's designee to execute such contract and other contracts, agreements, and Memoranda of Understanding for this purpose as well as amendments for additional funding during the initial term of the contract and for all renewals thereof and to exercise all provisions therein; and authorizing the County Mayor or County Mayor's designee to receive and expend such funds and additional future funds that may become available for this purpose

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute a contract with the Florida Department of Juvenile Justice in the amount of \$4,416,181.00 for the daily operation of the Miami-Dade Juvenile Assessment Center (JAC). Additionally, it is recommended that the Board authorize the County Mayor or County Mayor's designee to execute such a contract and other contracts, agreements and memoranda of understanding for this purpose as well as amendments for additional funding during the initial term of the contract and for all renewals thereof and to exercise all provisions therein. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to receive and expend such funds and additional future funds that may become available for this purpose.

Scope

The impact to Miami-Dade County for the provision of these services is countywide.

Fiscal Impact/Funding Source

There is no fiscal impact to the County to execute this Contract.

Track Record/Monitor

The Director of the Miami-Dade County Juvenile Services Department, Morris Copeland, will monitor compliance with the Contract attached hereto as Exhibit A, and any other contracts with the Florida Department of Juvenile Justice that include administration, detention screening and intake Civil Citation pre-screened assessments, and security services at the Miami-Dade County JAC.

Background

Pursuant to chapter 63D-11, Florida Administrative Code, “JACs provide co-located central intake and screening services for youth referred” to the Florida Department of Juvenile Justice. These services include intake and screening services for each youth presented by law enforcement and alleged to have committed a delinquent act and Civil Citation pre-screening and assessment for youth referred for a Civil Citation Program. The JAC is located at 275 Northwest 2nd Street, Miami, FL 33128 and services are provided 24 hours a day, seven days a week, 365 days a year.



Maurice L. Kemp, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: June 16, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 9(A)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(2)
6-16-20

RESOLUTION NO. R-581-20

RESOLUTION APPROVING A CONTRACT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE IN THE AMOUNT OF \$4,416,181.00 FOR THE DAILY OPERATION OF THE MIAMI-DADE COUNTY JUVENILE ASSESSMENT CENTER; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH CONTRACT AND OTHER CONTRACTS, AGREEMENTS, AND MEMORANDA OF UNDERSTANDING FOR THIS PURPOSE AS WELL AS AMENDMENTS FOR ADDITIONAL FUNDING DURING THE INITIAL TERM OF THE CONTRACT AND FOR ALL RENEWALS THEREOF AND TO EXERCISE ALL PROVISIONS THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND SUCH FUNDS AND ADDITIONAL FUTURE FUNDS THAT MAY BECOME AVAILABLE FOR THIS PURPOSE

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves a contract, in substantially the form attached hereto as Exhibit A, between Miami-Dade County and the Florida Department of Juvenile Justice in the amount of \$4,416,181.00 for the daily operation of the Miami-Dade County Juvenile Assessment Center.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute such contract and other contracts, agreements, and memoranda of understanding for this purpose as well as amendments for additional funding during the initial term of the contract and for all renewals

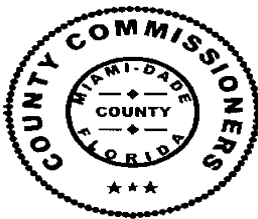
thereof, following approval from the County Attorney's Office for form and legal sufficiency, and to exercise all provisions therein.

Section 3. Authorizes the County Mayor or County Mayor's designee to receive and expend such funds and additional future funds that may become available for this purpose.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Daniella Levine Cava** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of June, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shanika A. Graves

CONTRACT BETWEEN
STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE
AND
MIAMI DADE COUNTY

THIS CONTRACT is entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE (hereinafter referred to as the "Department")**, whose address is **2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA, 32399-3100** and **MIAMI DADE COUNTY through the Juvenile Services Department (hereinafter referred to as the "Provider")**, whose address is **111 NORTHWEST 1ST STREET, SUITE 2210, MIAMI, FLORIDA 33128**, to provide daily operation of the Miami-Dade Juvenile Assessment Center (JAC), located at 275 Northwest 2nd Street, Miami, Florida 33128. Services shall include administration, detention screening and intake, civil citation pre-screening/assessments and security services at the JAC.

In consideration of the mutual benefits to be derived from performance under this Contract, the Department and the Provider do hereby agree:

I. PERFORMANCE

- A. The Provider shall provide services in accordance with the terms and conditions specified in this Contract including all attachments and exhibits, which constitute this Contract document.
- B. The Provider shall provide units of Deliverables, including, but not limited to, reports, services and findings, as specified in this Contract, which must be received and accepted by the Department's Contract Manager in writing prior to payment.

II. GOVERNING AUTHORITY

The references listed below are included in the Contract for convenience only and do not change, modify, or limit any right or obligation of this Contract and any applicable local, state or federal laws, rules, regulations, and codes.

A. State of Florida

This Contract is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws. Each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity. The remainder of any such provision and the remaining provisions of this Contract shall remain fully effective and valid. Venue for any legal, administrative or other proceeding regarding this Contract shall be in Leon County, Florida.

1. Environmental Protection

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

2. Public Records Access

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

is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

The following statement is required pursuant to paragraph 119.0701(2)(a), F.S. as amended March 2016:

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 921-4129, THE EMAIL ADDRESS IS PublicRecordsReq@djj.state.fl.us, AND THE MAILING ADDRESS IS FLORIDA DEPARTMENT OF JUVENILE JUSTICE, PUBLIC RECORDS REQUEST, 2737 CENTERVIEW DRIVE, SUITE 3200, TALLAHASSEE, FL 32399-3100.

B. Federal Law

1. If this Contract contains federal funds, the Provider shall comply with the provisions of 45 CFR Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
2. If this Contract contains federal funds and is over \$100,000.00 the Provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq), section 508 of the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et seq), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
3. The Provider agrees no federal funds received in connection with this Contract may be used by the Provider, or an agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature pursuant to sections 11.062 and 216.347, F.S.
4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider shall verify the employment eligibility of Provider employees through The United States Department of Homeland Security's E-Verify system as stipulated in the "The E-Verify Program for Employment Verification" Memorandum of Understanding and other applicable guidelines of the U.S. Department of Homeland Security. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.
5. If this Contract contains in excess of \$10,000 in federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, as supplemented in the Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
6. If this Contract contains federal funds and provides services to children up to the age of 18, the Provider shall comply with the Pro Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

7. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in or be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38, and Part 39.
8. The Provider agrees to comply with all requirements and standards of the Prison Rape Elimination Act (PREA) 42 U.S.C. §15601-15609 and 28 CFR Part 115 as outlined in FDJJ 1919 and 1919P (Revised 4/16/19). Providers are subject to PREA compliance audits conducted by Department designated third party certified PREA auditors.

III. CONTRACT TERMS AND METHOD OF PAYMENT

A. Contract Term

1. This Contract shall begin on **July 1, 2020**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on June 30, 2025**. In the event the parties sign this Contract on different dates, the latter date shall be the effective date.
2. The Department may renew this Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original contract, or three years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and other factors deemed relevant by the Department. Any costs incurred by the Provider for the renewal of this Contract shall not be charged to the Department.

B. Method of Payment

This is a fixed price (fixed fee) Contract. The Department shall pay the Provider, upon satisfactory completion of both the service(s) and all terms and conditions specified in this Contract.

The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract. Furthermore, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The parties agree that the Department is only responsible for payments as specified below.

1. Contract Amount

Total compensation under this Contract shall not exceed **\$4,416,181.00**.

The Department will pay the Provider in arrears, monthly, a fixed price rate of **\$2,418.50** for each facility day (a facility day is defined as one twenty-four-hour period, 365 days each year, or 366 days to include the Leap Day). The Department shall pay the Provider as specified in the table below:

For FY 20/21, 21/22, 22/23, and 24/25:

Deliverable/Service Unit	Daily Rate	Number of Facility Days Annually	Maximum Annual Total
Facility Day to include Operation of the Miami Dade Juvenile Assessment Center, to include Administration, Security, Detention Screening/Intake and Civil Citation Pre-	\$2,418.50	365	\$882,752.50

Screening/Assessment Services twenty-four (24) hours per day/seven days per week.			
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For FY 23/24:

Deliverable/Service Unit	Daily Rate	Number of Facility Days Annually	Maximum Annual Total
Facility Day to include Operation of the Miami Dade Juvenile Assessment Center, to include Administration, Security, Detention Screening/Intake and Civil Citation Pre-Screening/Assessment Services twenty-four (24) hours per day/seven days per week.	\$2,418.50	366	\$885,171.00

Payment shall be made upon receipt of a properly itemized invoice, with services provided pursuant to Attachment I.

2. Payment and Submission of the Final Invoice

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

3. Travel

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

4. Options

The Department has the option to modify the Contract in the event the Department's needs for programming change. Any increased units of service or changes in services shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Changes agreed to under these options may result in a change to the Maximum Contract Dollar Amount.

5. Reduction of Invoice for Non-Delivery of Service

The Department may reduce the amount of the monthly payment after finding substantial evidence of the Provider's non-delivery of service(s) required by the Contract. Notice of substantiated findings and proposed invoice reduction shall be sent to the Provider. The amount of any reduction shall be based upon the compensation for those services not performed during the payment period. If the Provider has a grievance concerning the imposition of reduction of the invoice for non-delivery of service, the Provider shall follow the dispute process outlined in this Contract, describing any extenuating circumstances that prevented them from delivering the services in this Contract.

6. Supplemental Expenditure

The Department, at its option and without notice to the Provider, shall have the right to make any payment or expenditure the Provider failed to have made under the Contract, to ensure all contracted services will remain available to youth if the Provider fails to perform as required under this Contract. Such expenditures by the Department may include, but are not limited to, payment for services affecting

life, health or safety of youth or staff, food and medical services, utilities, repairs, claims for which liens may be attached to the property, insurance premiums, and other supplementary goods or services. Any payment by the Department shall be without prejudice to any of the Department's rights or remedies under this Contract, at law, or in equity. All sums paid by the Department, including indirect costs incurred by the Department to bring the program into compliance with Contract requirements pursuant to this paragraph shall be immediately due and payable from the Provider. Such sums may be recovered by the Department by means of a reduction to a monthly invoice payment otherwise payable to the Provider under the Contract Payment Method. Recovery of the cost described above shall not relieve the Provider of the duty of full performance under the Contract. The Department will provide written notice after the fact to advise the Provider of why the decision was made, and any amount due to the Department from the Provider.

7. Staff Training Costs

- a. All costs occurring from, or associated with, Department-required training necessary for performance under this Contract or otherwise required by federal or state law, rule, or Department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider, and as outlined in the Provider's awarded response to the Department's solicitation. Therefore, all training costs are included in the total cost of the services requested. The Department is not responsible for and, therefore, shall not reimburse any additional, itemized training costs, including but not limited to, software, licenses, travel and materials, incurred in the performance of this Contract other than the Compensation stated in section III.
- b. Providers must use the Department's Learning Management System to participate in trainings and document the completion of the required trainings by its employees, agents or subcontractors.
- c. Provider staff shall be trained on the Department's Policy and Procedures regarding Human Trafficking. The required training is available through the Department's Learning Management System (Course FDJJ 316 – Human Trafficking 101 for Direct Care Staff). This course introduces the staff to the nature and scope of human trafficking, trains them to recognize the signs of trafficking in victims and teaches them what to do if they suspect someone is a victim of human traffickers.
- d. Provider staff and volunteers in Residential, Detention, and JAC facilities must be trained on their responsibilities under the Department's Prison Rape Elimination Act (PREA) Standards Compliance policy (FDJJ Policy 1919, Revised 4/16/19). The level and type of training provided to Provider staff and volunteers is based on the service they provide and level of contact they have with youth. Provider staff and volunteers that render/perform services on a continuous basis or at regular intervals must complete the PREA training within sixty (60) days from the Contract execution date and every two (2) years thereafter for the term of the Contract. The facility shall maintain documentation confirming that volunteers and contractors understand the training they have received, in accordance with contract language and FDJJ 1520. A copy of the documentation shall be retained by the PREA Facility Compliance Manager and the original will be placed with the respective volunteer coordinator.

IV. **LIABILITY**

Claims

- A. The Provider shall assist in the investigation of injury or damages either for or against the Department or the State of Florida pertaining to the Department's respective areas of responsibility or activities under this Contract and shall contact the Department regarding the legal actions deemed appropriate to remedy such damage or claims.

- B. The Provider is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, and of its officers, employees, and agents thereof, including volunteers, vendor and subcontractors, or youth of or visitors to the program. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto.

V. TERMINATION

All termination notices shall be sent by certified mail, or other delivery service with proof of delivery as detailed in Attachment I of this Contract.

A. Department Convenience

The Department may terminate this Contract, in whole or in part, without cause, for its convenience, and without additional cost to the Department, by giving no less than thirty (30) days written notice to the Provider.

B. Provider Convenience

The Provider may terminate this Contract, without cause, for its convenience, by giving no less than ninety (90) days written notice to the Department, unless both parties mutually agree in writing to a different notice period. The Provider shall be operating in a state of compliance with the terms and conditions of the Contract at the time the notice is issued and shall remain compliant for the duration of the performance period. The Provider shall notify the Department's Contract Manager via the United States Post Office or delivery service that provides verification of delivery or hand delivery.

C. Default

The Department may terminate this Contract, in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), F.A.C., upon written notice to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3) and (4), F.A.C. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost).

D. Lack of Funding

In the event funding for this Contract becomes unavailable, the Department may terminate the Contract upon no less than fifteen (15) days written notice to the Provider.

E. Scrutinized Companies List

1. By executing this Contract and upon judicial review and affirmation of the legality of the provisions below, if applicable, the Provider certifies that it is not:
 - a. on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel; or
 - b. on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or
 - c. engaged in business operations in Syria.
2. Pursuant to paragraph 287.135(3)(a), F.S., the Provider agrees the Department may immediately terminate this Contract for cause if the company is found to have submitted a false certification as provided under subsection 287.135(5), F.S.; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Syria.
3. A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel; or is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; or is engaged in business operations in Syria is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

The Department has determined that this is a Vendor Contract.

The Catalog of State Financial Assistance number for this program is CSFA #80.020. The information regarding the requirements associated with this CSFA number is available at:

<https://apps.fldfs.com/fsaa/searchCatalogResults.aspx?SearchCat=1>

Vendor Contracts - MyFloridaMarketPlace Transaction Fee (IF APPLICABLE)

- A. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057(22), F.S., all payments made on vendor contracts shall be assessed a Transaction Fee of seven-tenths of one percent (0.7%), which the vendor shall pay to the State.
 1. For payments within the State accounting system, the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to section 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
 2. The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the Contract.
 3. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- B. On a monthly basis, each vendor registered in MyFloridaMarketPlace shall report its business activity relating to State contracts using Form PUR 3776 (08/04), which is hereby incorporated by reference.
 1. The vendor shall report (i) the total amount of payments received against State contracts during the reporting period (excluding Purchasing Card transactions occurring after June 30, 2004), (ii) the portion of that total that is exempt from the Transaction Fee pursuant to Rule 60A-1.032, F.A.C., (iii) the amount of Transaction Fees that have been automatically deducted by the state accounting system, and (iv) the amount of Transaction Fees that have been billed by the system but not automatically deducted.
 2. With its report, the vendor shall include payment of any Transaction Fee amounts due for the reporting period that have not been automatically deducted. Amounts due include both the amount billed during the reporting period and any amounts not billed but otherwise due (e.g., sales to non-State entities eligible to purchase from State contracts).
 3. A report is required only when fee-eligible payments have been received during the reporting period (no report is required if all payments are exempt from the Transaction Fee); provided, however, that if total Transaction Fees due are less than \$50, a vendor may carry over the balance to the next reporting period.
 4. All information provided by the vendor is material and will be relied upon by the Department of Management Services in administering MyFloridaMarketPlace. Failure to file a report shall be deemed a representation by the vendor that it received no reportable payments for the period and that it owes no Transaction Fees. Any knowing and material misstatement shall be treated as fraudulent concealment from the State of the true facts relating to the conduct of the vendor's business with the State. A misrepresentation shall be punishable under law, and shall be grounds for precluding the vendor from doing future business with the State.

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

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

B. Transfer of Records

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

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

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

B. Order of Precedence

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

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

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

C. Rights, Powers and Remedies

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

D. Third Party Rights

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

E. P.R.I.D.E.

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

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

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

P.R.I.D.E.

223 Morrison Road

Brandon, Florida 33511

Telephone (813) 324-8700

<https://www.pride-enterprises.org/>

F. Legal and Policy Compliance

1. The Provider shall comply with all local, state, and federal laws, rules, regulations and codes whenever work is performed under this Contract. The Provider shall also comply with and the Department will monitor and evaluate the services provided under this Contract in accordance with all Department policies, and procedures that are in effect on the date that this Contract is fully executed.
2. The Provider is not responsible for complying with subsequent changes to Department policies or procedure that may affect the services provided under this Contract unless the Department and the Provider negotiate otherwise. Such negotiation shall be reduced to writing through a contract amendment that is mutually agreed upon by both parties. However, the Department cannot waive a Provider's compliance to subsequent changes to any local, state, and federal laws, rules, regulations or codes.
3. The Provider shall obtain any licenses and permits required for services performed under this Contract and maintain such licenses and permits for the duration of this Contract.
4. Any and all waivers of Department policies and procedures shall be effective only if reduced to writing by the Department and shall be maintained in the Department Contract Manager's file.

G. Convicted Vendor List

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

H. Discriminatory Vendor List

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

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

I. Copyrights and Right to Data

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

J. Assignments and Subcontracts

1. The Provider shall not assign responsibility of this Contract to another party, subcontract for any of the work contemplated under this Contract, or transfer program services to another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this

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

2. For services under this Contract authorized by the Department to be subcontracted, a signed copy of any subcontract for direct services shall be provided to the Department's Contract Manager prior to the delivery of services to Department youth and payment to the subcontractor. The Provider shall ensure all payments to subcontractors are made within seven business days of receipt of payment from the Department, pursuant to subsection 287.0585(1), FS.

K. Sponsorship

If the Provider is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Miami-Dade County and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.

L. Products Available from Blind or Other Severely Handicapped Non-Profit Agency (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 subsections 413.036(1) and (2), F.S. For purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.
https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/respect/respect

M. Force Majeure

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

N. Insurance

Without waiving its right to sovereign immunity as provided in section 768.28, F.S., the Provider, a PUBLIC ENTITY, acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in section 768.28, F.S.

1. The Provider, a PUBLIC ENTITY, agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.
2. Upon request, the Provider, a PUBLIC ENTITY, shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the Department agrees to find acceptable for the coverage mentioned above.
3. The Department's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the Provider, a PUBLIC ENTITY, of its liability and obligations under this Contract.

O. Suspension of Work

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

P. Inspector General Requirements1. Investigation

Pursuant to section 20.055, F.S., the Office of the Inspector General is responsible for providing direction for supervision and coordination of audits, investigations, and reviews relating to the programs and activities operated by or financed by the Department for the purpose of promoting economy and efficiency, and shall conduct investigations designed to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and other abuses in its programs and activities. The Inspector General and staff shall have access to any records, data, and other information maintained by the Department or Provider as deemed necessary to carry out the aforementioned activities. The Provider shall ensure that all Provider staff, and its subcontractors, fully cooperate with the Office of the Inspector General staff and/or other Department staff conducting any audit, investigation, inspection, review, or hearing pursuant to this section.

2. Incident Reporting

Pursuant to Rule 63F-11.001-006, F.A.C., Central Communications Center (CCC), the Provider shall comply with all Department incident reporting requirements as outlined in the Department's incident reporting policy and procedure (FDJJ-2020 and 2020P, Revised 4/20/16). The Provider shall develop an internal numbering process for all incident reports to ensure that all reports are present and maintained in accordance with Department policy, including implementation of a written Arrest Reporting procedure requiring all owners, operators, directors, caretaker/direct contact staff, and subcontracted staff, who have been arrested for any criminal offense to make a report of their arrest, either written or oral, to their immediate supervisor and the CCC within two hours (pending availability/release from jail) per the CCC Rule that requires the arrested staff member to report the arrest to the CCC within two hours pending availability/release from jail.

3. Background Screening

The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers. The Provider shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, F.S., and the Department's background screening policy (FDJJ 1800, Revised 1/30/18). Failure to comply with the Department's background screening requirements may result in termination of the Contract.

Q. Quality Improvement Standards

1. The Department will evaluate the Provider's program, in accordance with section 985.632, F.S., to determine if the Provider is meeting minimum thresholds of performance pursuant to the Department's Quality Improvement standards.

2. A Provider failing a Quality Improvement Review shall cause the Department to conduct a second Quality Improvement Review within six months. Failure of the second Quality Improvement Review shall cause the Department to terminate the Provider's Contract, unless the Department determines there are documented significant extenuating circumstances. In addition, if the Provider's Contract is terminated, the Department may not contract with the same Provider for the terminated service for a period of twelve (12) months.

3. Quality Improvement Reviews shall be based only on standards assessing compliance with this Contract, local, state, and federal laws, rules, regulations and

codes, as well as Department policies and procedures that are in effect on the date that this Contract is fully executed. After execution, any changes or modifications to the terms and conditions of this Contract shall be negotiated between the Department and the Provider and documented in writing through the execution of a Contract amendment.

4. The Provider may ensure a minimum of one staff member per contract participates in an on-site Quality Improvement Review in another judicial circuit on an annual (calendar year) basis. The Provider shall ensure all staff participating in Quality Improvement Reviews are at the management or supervisory level, have a minimum of a Bachelor's Degree unless a waiver request has been submitted and approved by the Department, and have completed the Department's Quality Improvement Peer Reviewer Certification Training Program. Participation in the training and the review shall be at the Provider's expense.
5. The results of Quality Improvement Reviews and final scores do not relieve the Provider of its responsibility for compliance with the provisions in this Contract.

R. Monitoring

The Department will conduct periodic unannounced and/or announced programmatic and administrative monitoring to assess the Provider's compliance with this Contract and applicable federal and state laws, rules and Department policies and procedures in accordance with FDJJ Policy 2000 (Revised 01/31/19). The Provider shall permit persons duly authorized by the Department to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Provider that are relevant to this Contract, and interview individuals receiving services and employees of the Provider under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Provider a list of its findings, including deficiencies regarding the manner in which said goods or services are provided. The Provider shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the Department's Monitoring Report. The Provider's failure to correct these deficiencies within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

S. Financial Consequences

1. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with FDJJ Policy 2000 (Revised 01/31/19) for the following:
 - a. Failure to submit a Corrective Action Plan (CAP) within the specified time frame(s);
 - b. Failure to implement the CAP within the specified time frame(s); and/or
 - c. Upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within specified time frames.
2. The Provider expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
 - *Total monthly value of the Contract X 1.0% = Financial Consequence Imposition of consequences shall be per deficiency per day*
3. Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Department's Contract Manager shall deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.
4. If the Provider has a grievance concerning the imposition of financial consequences for noncompliance, the Provider shall follow the dispute process outlined in this Contract, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).

T. Confidentiality

1. Pursuant to section 985.04, F.S., all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of the Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep any confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. The Provider shall take appropriate steps to ensure its personnel, agents, and subcontractors protect confidentiality. The warranties shall remain in effect after Contract termination.
 2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective November 20, 2014), if applicable under this Contract.
- U. Dispute Resolution
Any dispute concerning compliance and/or performance of this Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy to the Provider. Any dispute that cannot be resolved shall be reduced to writing and delivered to the Department's Assistant Secretary or designee of the relevant program area for resolution.
- V. Severability
If a court deems any provision of this Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- W. Certification Regarding Active Exclusion
The Provider, by execution of this Contract, certifies that neither it nor its principals is presently assigned an active exclusion with the Federal System for Award Management (SAM). Exclusions can be found at: <https://www.sam.gov/SAM/>. The Provider shall notify the Department if, at any time during this Contract, it or its principals are assigned an active exclusion.
- X. Return of Property Purchased Under this Contract
All property purchased by the Provider utilizing Contract funds is the Property of the State and shall be returned to the Department upon expiration of this Contract. The property shall be returned in a condition which allows for re-use of equipment. The Department shall make and approve in writing the determination regarding the surplus of State-owned property. The Provider shall maintain property to protect against theft and/or damage. The Provider may not be reimbursed for property purchased unless specifically allowed by this Contract.
- Y. Information Technology (IT) Security
In accordance with Rule 74-2.001 through 74-2.006 F.A.C., External partners employed by the Department or acting on behalf of the Department, including other governmental entities, third parties, contractors, vendors, suppliers and partners, shall comply with all applicable security policies, procedures and processes, and employ adequate security measures to protect the Department's information, applications, data, resources, and services. When applicable, as determined by the Department's Bureau of Information Technology, network connection agreements for third-party network connections shall be submitted to the Department for approval prior to connection to the Department's internal network.
- Z. Information Resource Request

All Department contract Providers must receive written approval from the Department prior to purchasing any Information Technology (IT) Resources used in the performance of contractual obligations under this Contract. IT Resources are defined in Department Procedure FDJJ – 1205.01P (Revised 6/6/2017), titled Information Technology Resource Management Procedures and is located on the Department's website at: <http://www.djj.state.fl.us/partners/policies-resources/departments-policies>.

The Provider agrees to secure prior written approval by means of a Department Information Resource Request (IRR) form before the purchase of any IT Resource. The Department's Contract Manager is responsible for serving as the liaison between the Provider and the Department's Bureau of Information Technology during the completion of the IRR process. The use of Contract funds for the purchase of IT Resource components must be approved by the Department's Contract Manager as appropriate and allowable under the terms of the Contract. The Provider will not be compensated for any IT Resource purchases made prior to obtaining the Department's written approval.

IX. CAPTIONS

The captions, section numbers, article numbers, title and headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Contract, nor in any way effect this Contract and shall not be construed to create a conflict with the provisions of this Contract.

X. ATTACHMENTS AND EXHIBITS TO BE INCLUDED AS PART OF THIS CONTRACT

Attachment I: Services to be Provided
 Attachment II: Juvenile Assessment Centers - Multi-Agency Description
 Exhibit 1: Sample Invoice¹
 Exhibit 2: Sample Youth Census Report¹
 Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report¹
 Exhibit 4: Staff Vacancy Report²
 Exhibit 5: Staff Hire Report²

¹Available at: <http://www.djj.state.fl.us/partners/forms-library/-in-Subjects/Subjects/Contracting>

²Available at: <http://www.djj.state.fl.us/partners/contract-management>

This Contract and all attachments and exhibits named herein that are attached hereto and incorporated by reference, represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**PROVIDER
 MIAMI DADE COUNTY**

**STATE OF FLORIDA
 DEPARTMENT OF JUVENILE JUSTICE**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: TIMOTHY NIERMANN

TITLE: _____

TITLE: DEPUTY SECRETARY

DATE: _____

DATE: _____

VENDOR NUMBER: 59-600573

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

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ATTACHMENT I SERVICES TO BE PROVIDED

I. GENERAL DESCRIPTION

A. General Overview

The Provider shall deliver administration, detention intake and screening (including civil citation pre-screening/assessments), and security services at the Juvenile Assessment Center (JAC) that serves Circuit 11, Miami Dade County. The Department is required to provide detention intake and screening services for each youth alleged to have committed a delinquent act and civil citation pre-screening/assessment for youth referred for a civil citation program. The Provider shall provide services twenty-four (24) hours per day, seven days a week in the county owned/leased facility located at 275 Northwest 2nd Street, Miami, Florida 33128.

B. Description of Services

1. The Provider shall administer and coordinate the day-to-day operations of the JAC program and provide the facility, pursuant to the direction of the Department, the advisory committee, statute, rule and policy.
2. The Provider shall identify the responsible parties and funding for all services listed on Attachment II with the exception of those required by this Contract (administration, detention screening and intake).
3. The advisory committee shall consist of those parties identified in section 985.209, F.S., including substance abuse programs, mental health providers, law enforcement agencies, schools, health service providers, state attorneys, public defenders and other agencies serving youth.
4. The direction of the Chief Probation Officer (CPO) shall supersede the authority of the advisory committee related to detention screening and civil citation pre-screening services, the use and expenditure of Department funds and fulfillment of this Contract.
5. The Provider shall coordinate services provided for youth by other agencies/organizations at the JAC, including the purchase and provision of operating supplies and materials; facility management, facilitation of advisory committee and partner/stakeholder meetings, including compliance with chapter 119, F.S.; and resolution of any problems that arise.
6. All contractual requirements to provide service, support, and related performance shall be available and provided when the youth enters the JAC.
7. Intake and Screening shall be conducted for each youth admitted to the JAC and youth referred for Civil Citation using the Department's screening and assessment instruments as per Attachment I, section III., B., 5., f., Detention Screening and Intake Services. The Provider shall ensure all staff conducting screening have successfully completed training in the administration, utilization, and interpretation of these instruments prior to the provision of services to youth.
8. The Provider shall determine if youth presented to the JAC are eligible for Civil Citation Services and shall refer eligible youth to a Civil Citation Program after completing a Civil Citation Assessment as described in Section III., C., Civil Citation Pre-Screening/Assessments.

C. Authority

The Provider shall provide services in a manner consistent with chapter 985.135; 985.209; and 985.64 F.S.; Rule 63D-4.001-.008, F.A.C.; and 63H-1.001-.016; 2.001-.008, F.A.C.

D. Limits on Services

Services shall be limited to youth presented to the JAC by local law enforcement, who are alleged to have committed a delinquent act and meet the minimum criteria for admission to the JAC or referral for a Civil Citation program. Administrative services under this contract shall be limited to those directly related to the provision of services.

II. YOUTH TO BE SERVED

A. Youth to be Served

The Provider shall provide services at the JAC to all male and female youth who are presented by law enforcement and alleged to have committed a delinquent act and meet the minimum criteria for admission to the JAC and/or provide services to youth referred for civil citation screenings.

B. Youth Eligibility

Youth under the age of nineteen (19) who are presented to the JAC by law enforcement and who are medically clear shall be admitted to the JAC and provided with screening services. This includes any age youth presented at the JAC on a juvenile pick up order. A medical clearance must be obtained prior to admission. Youth who have previously been sentenced as an adult are not eligible for admission to the JAC.

Law enforcement may refer youth for Civil Citation Pre-Screening/Assessment services. In addition, the State Attorney's Office may also refer a youth for Civil Citation Pre-screening/Assessment, through an affidavit process, who has been arrested, but whom the State Attorney's Office feels a Civil Citation would be a more appropriate response.

C. Youth Determination

Through screening of the youth, the Provider shall determine whether:

1. the youth meets detention criteria for transfer to the local Juvenile Detention Center and the custody of the Department; or
2. the youth meets criteria for Secure Release and be authorized for release to the youth's parent/legal guardian/responsible adult; or
3. the youth does not meet any detention criteria and is released to the youth's parent/legal guardian/responsible adult.

D. Limits on Youth to be Served

Youth who are not cleared for admission, including medically cleared, shall not be admitted to the Detention Screening Unit and shall remain in the custody of the transporting law enforcement officer.

III. SERVICES TO BE PROVIDED

All services shall be delivered in accordance with this Attachment, Department Rules, and sections 985.135, 985.209, and 985.64, F.S., and Rules 63D-4.001-.008, 63H-1.001-.016, and 2.001-.008, F.A.C. The following tasks shall be completed for each year of this Contract, unless otherwise noted.

A. Administration Services

1. The Provider shall perform daily administration of the JAC and ensure facility operations and services are performed in accordance with applicable laws, regulations, and licensing requirements. This includes daily performance of administrative functions, including, but not limited to the following:
 - a. Development and maintenance of written policies and procedures for the operation of the facility and the processing, care, and disposition of youth brought to the JAC.
 - b. Provision of an operational twenty-four (24) hour secure booking facility, including video imaging and fingerprinting, and coordination or arrangements for emergency medical service. Ensuring pursuant to Section 943.052 (3)(b) F.S. compliance for fingerprints, palm prints, and facial images.
 - c. Provision of staff support to the JAC Advisory Committee, including ensuring compliance with public meetings law as contained in chapter 119, F.S. Provider staff shall coordinate quarterly interagency meetings to discuss facility issues, problems, concerns, and solutions. A written copy of the minutes shall be furnished to the Department's CPO, Circuit 11 and the Department's Contract Manager.
 - d. Coordination of activities related to public information and requests from governmental agencies and human service entities from Florida and other states. This includes scheduling and conducting of tours, upon request, and responding to inquiries from persons interested in the JAC operation.

- The Provider shall ensure such activities are conducted in accordance with the Department's media policy.
- e. Development of an Interagency Agreement for approval by the JAC Advisory Committee and execution by participating parties. The Provider shall ensure valid and enforceable interagency agreements are in place and shall facilitate their amendment or execution as needed. The approved Interagency Agreement shall be forwarded to the Department's Contract Manager and CPO, Circuit 11 within sixty (60) calendar days of the start date of this Contract.
2. The Provider shall perform JAC operations in accordance with roles and responsibilities specified in the JAC Advisory Committee's interagency agreement. Daily operations, include, but are not limited to the following:
 - a. Coordination of the on-site participating entities.
 - b. Receiving, admitting/booking youth, screening and security functions.
 - c. The contracted mental health and substance abuse screening functions.
 - d. Any other co-located services.
 - e. The integration of the JAC into the local juvenile justice system operations, including the Circuit Court, the State Attorney's Office, the Public Defender's Office, the Department's Probation Units, and community diversion agencies for Circuit 11.
 - f. Coordination of urine testing functions with the appropriate agency.
 - g. Assurance that facility operations and services provided are performed in accordance with applicable laws, regulations, and licensure.
 - h. Coordination of a quarterly interagency meeting to discuss common issues, problems, and solutions. A copy of the minutes shall be sent to the CPO for Circuit 11 and to the Department's Contract Manager.
 - i. Supply of all materials, equipment and supplies required for the daily operation of the JAC as it relates to services provided under this Contract unless supplied by other participating entities.
 3. The Provider shall develop within thirty (30) calendar days of the start date of this Contract; a contingency plan to ensure adequate staff provides screening services at the JAC in the event mass detention screening needs are required. A copy shall be furnished to the Department's Contract Manager and CPO, Circuit 11.
 4. The Provider shall ensure the maintenance of computer hardware with the exception of computer processors, monitors, and keyboards, provided by the Department. Equipment provided by the Department shall be utilized for screening functions and other services directly related to those required by this Contract.
 5. The Provider shall offer and provide a nutritious snack and/or beverage to all youth who accept the offer of a snack and/or beverage. Snacks and beverages purchased with Contract funds are exclusively for youth admitted to the JAC.
- B. Detention Screening
1. Booking/Admission
 - a. The Provider shall ensure each youth presented to the JAC meets eligibility requirements defined in Florida Statute and obtain documentation of the completion of a youth search by the arresting, transporting, and/or JAC officer and adhere to written procedures developed by the Provider within thirty (30) calendar days of the Contract start date to ensure the safe custody and return of all youth property obtained during the booking process upon release from the JAC.
 - b. The Provider shall make every effort to ensure that all youth are processed and released within six hours after they have been accepted for admission. If a youth is not released within six hours, the Provider shall document the reason(s) for the delay and actions taken to ensure the earliest possible release. The Provider shall monitor processing timeframes on at least a monthly basis to identify and resolve any ongoing problems related to youth not being processed and released within six hours.

- c. Documentation of these reviews shall be provided to the Department when requested. All contractual requirements to provide service, support, and related performance shall be available and provided when the youth enters the JAC.
 - d. The Provider's detention screening staff shall ensure all youth committed to the custody of the Department are fingerprinted and documented pursuant to 943.052(3)(b), F.S.
 - e. The Provider's detention screening staff shall ensure all youth committed to the custody of the Department are screened for vulnerability to victimization and sexually aggressive behaviors upon booking and admission to the Regional Juvenile Detention Center. This is to ensure a youth's potential for victimization or predatory risk has been reviewed. The Provider shall use the Department's Screening for Vulnerability to Victimization and Sexually Aggressive Behavior (VSAB) form, located on the Department's website: <http://www.djj.state.fl.us/partners/forms-library/-in-Subjects/Subjects/PREA/>. This form shall be completed upon each youth's admission and placed in the youth's intake file. Forms shall be available at the Detention Screening Unit.
2. Documentation Requirements
 Upon admission of a youth to the JAC, the Provider shall ensure the following is appropriately documented:
- a. Documentation of all activities, including the times the youth was admitted and released and/or transferred to detention status.
 - b. Documentation of youth searches by arresting, transporting, and/or JAC officer.
 - c. Documentation of medical clearance for youth presenting impairment due to drugs, alcohol, injury, or illness.
 - d. Documentation of contacts or attempted contacts made with parent/guardian, for youth released from detention screening.
 - e. Documentation of demographic information if the youth is to be released to parent/guardian from the person to whom the youth may be released.
 - f. Documentation that the youth was made aware of his right to counsel and against self-incrimination.
3. Medical Clearance
- a. Prior to Admission to the DSU the Provider staff shall ensure each youth receives a medical clearance using the Probation Medical and Mental Health Clearance Form (HS 051) available at <http://www.djj.state.fl.us/docs/departments/forms/hs-051-probation-medical-and-mental-health-clearance-form-1-08-july-2010-63m-2.pdf?sfvrsn=4/>. This form shall be completed prior to admission and placed in the youth's intake file.
 - b. Medical Clearance must be conducted in order to implement the statutory prohibition in subsection 985.115(2), F.S., against the acceptance into the Detention Screening Unit of youth exhibiting symptoms or demonstrating behaviors that suggest the youth is in need of immediate evaluation or treatment due to physical illness/injury, mental illness, or intoxication.
 - c. Documentation of medical clearance to ensure youth who are/appear to be impaired by drugs, alcohol, injury, or illness, are not admitted to the Detention Screening Unit shall be completed and a copy of the completed form maintained in each youth's file.
 - d. If there is a medical or mental health emergency with a youth, the staff shall contact 911.
4. Personal Property Removal/Inventory/Transfer
- a. The Provider's staff shall relieve the youth of any personal property, inventory the property and place in a property bag and seal the bag.

- b. If the youth is released on Secure Release or outright released, the property is returned to the youth.
 - c. If the youth is sent to the Regional Juvenile Detention Center, the staff shall transfer all youth's property to the custody of the Department's Regional Juvenile Detention Center
 - d. Staff shall adhere to written procedures ensuring the safe custody and return, upon release, of all youth property obtained during the booking process.
5. Detention Screening and Intake Services
- a. The Provider shall provide detention screening and intake services for all shifts, twenty-four (24) hours a day, seven days a week, including weekend and holidays.
 - b. Detention Screening for each youth admitted to the JAC shall be provided to the youth using the Department's screening and assessment instruments. The Provider shall ensure all staff conducting screening have successfully completed training in the administration, utilization, and interpretation of these instruments prior to the provision of services to youth.
 - c. Screening and release shall be completed within six hours of admission to the Detention Screening Unit at the JAC. When screening exceeds six hours, the Provider shall maintain documentation of the reason(s) for the duration.
 - d. The Provider shall conduct a face-to-face interview with the youth and his/her parent(s)/legal guardian(s) (if available) and gather information, when available, to assess the youth's service needs in order to develop the recommendation to the State Attorney and deliver the packet to all partners and Department field units pursuant to local procedures.
 - e. The Provider shall contact the victim(s) and the complainant or arresting officer by telephone to solicit their input, recommendations and/or document the attempted contact. Contacts shall be made, or attempted by, the Provider prior to the submission of a recommendation to the State Attorney. A questionnaire, completed by the arresting officer and provided by the Sheriff's Office Booking Deputy, may be utilized in placement of a call to the arresting officer.
 - f. The Provider shall ensure tasks, including but not limited to the following, are completed as part of the detention screening process:
 - 1) Screening of youth based on statutory criteria specified in sections 985.213 and 985.215, F.S.;
 - 2) Determination to detain or release a youth using the Department's Detention Risk Assessment Instrument (DRAI). This instrument is used to determine if a youth meets detention criteria and to determine whether a youth should be placed in secure or home detention care prior to a detention hearing;
 - 3) Inputting youth data into the Juvenile Justice Information System (JJIS), pursuant to Department JJIS Business Rules listed at: <http://www.djj.state.fl.us/partners/data-integrity-jjis/jjis-information>;
 - 4) Photographing youth and inputting the photo into the JJIS;
 - 5) Completing and documenting a substance abuse and mental health screening using Department-approved instruments and forms including the Massachusetts Youth Screening Instrument (MAYSI-2), and the Suicide Risk Screening Instrument (SRSI) in accordance with Rule 63N-1.0051 F.A.C. Both of these assessment instruments and forms are required;

- 6) Completing a Human Trafficking (HT) pre-screen by hand until such time as the Department has implemented the HT pre-screen into the automated detention screening forms;
- 7) Complete a detention admission packet, in accordance with PCI-15-001 available at <http://www.djj.state.fl.us/docs/probation-policy-memos/2015-screening-packets.pdf?Status=Master&sfvrsn=2>, which includes, at a minimum, the following documents:
 - a) The completed DRAI;
 - b) The completed SRSI;
 - c) The completed HT Pre-Screening Instrument;
 - d) The completed MAYSI-2 report with referral information, as applicable;
 - e) A copy of the JJIS face sheet;
 - f) A copy of the Police Report;
 - g) The Supervised Release Agreement, or petition for detention;
 - h) The signed Authority for Evaluation and Treatment (AET) when the parent or guardian is available;
 - i) Booking photo;
 - j) A copy of Notification of Rights; and,
 - k) Other documents as required.

NOTE: During this Contract period, the assessment tools may change. The Provider shall be trained on appropriate usage and completion of any new tools as directed by Department policy.

- g. When further assessment is indicated by the SRSI or MAYSI-2, or when other information obtained at the initial intake suggests the youth is a possible suicide risk, the following must take place:
 - 1) If the youth is to be released into the custody of the parent or guardian, the parent or guardian must be informed verbally and in writing that suicide risk findings were disclosed during screening and that an assessment of suicide risk should be conducted by a qualified mental health professional.
 - 2) The parent or guardian must be provided the form entitled "Suicide Risk Screening Parent/Guardian Notification" (MHSA-003, incorporated in Rule 63N-1, F.A.C., and also located in the Forms Library found on the Department's website at <http://www.djj.state.fl.us/partners/forms-library>). A copy of form MHSA 003, signed by the parent or guardian, is to be permanently filed in the youth's case management record.
 - 3) If the youth is to remain in the custody of DJJ, a Suicide Risk Alert is to be immediately entered into JJIS and the youth is to be placed on constant supervision until an Assessment of Suicide Risk is conducted by, or under the supervision of, a licensed mental health professional, as set forth in Rule 63N-1, F.A.C.
 - 4) The Provider is to notify the local Regional Juvenile Detention Center (RJDC) of the risk/watch status of the youth and maintain written documentation of the individual notified and the receiving Juvenile Detention Officer who acknowledges the same.
- h. When further assessment is indicated by the SRSI or MAYSI-2, or when other information obtained at the initial intake suggests the youth has mental health or substance abuse treatment service needs, the following must take place:
 - 1) The screener shall refer the youth to the designated assessment provider (Treatment Alternatives for Safer Communities [TASC],

- or community mental health, or substance abuse provider) for a Comprehensive Assessment.
 - 2) If the youth is to be released into the custody of the parent or guardian, the parent or guardian must be informed verbally and in writing that mental health and/or substance abuse treatment services needs were disclosed during screening and that a Comprehensive Assessment should be conducted by the designated assessment provider (TASC, or community mental health, or substance abuse provider).
 - 3) The parent or guardian must be provided the form entitled "MAYSI report" informing the parent that the youth has been referred to the designated assessment provider (TASC or community provider) for a Comprehensive Assessment. A copy of the MASYI report is to be permanently filed in the youth's case management record.
6. State Attorney's Office Recommendation
 - a. The Provider's staff shall conduct a face-to-face interview with the youth and his/her parent(s)/legal guardian(s), and gather information, when available, to assess the youth's service needs in order to develop the recommendation to the State Attorney.
 - b. The Provider's screening staff shall furnish to the State Attorney's Office a recommendation on each case within twenty-four (24) hours, if the youth is detained, and within twenty (20) business days, if the youth not is detained.
 - c. The recommendation to the State Attorney shall thoroughly justify the best course of action for each case considering all aspects of the situation, including the probability the youth will not re-offend if non-judicial action(s) is recommended.
 - d. The State Attorney Recommendation shall be submitted separate from the Detention Admission Packet. The recommendation to the State Attorney shall be reviewed in advance of submission by the Provider's supervisor or by Provider screener who has been delegated this task.
7. Parental/Guardian Contact
 - a. The Provider's screening staff shall ensure the youth's parent(s)/legal guardian(s) are contacted to:
 - 1) Notify the parents of the youth's location;
 - 2) Encourage the parent to be present while the youth is at the Regional Juvenile Detention Center; and
 - 3) Ensure the youth is released to the parent(s)/legal guardian(s), or a responsible adult, when applicable,
 - b. At a minimum, the Provider's screening staff shall ensure staff document attempts to contact the parent(s)/legal guardian(s).
 - c. The Provider's screening staff shall ensure staff complete the Department's Affidavit of Release to a Responsible Adult (Exhibit 6) for each youth released from the Detention Screening unit and not eligible for detention at the Department's Regional Juvenile Justice Detention Center.
8. Transportation
 - a. Transportation services for youth to the Miami-Dade JAC for detention screening are provided directly by law enforcement agencies, as arranged through cooperative agreements. Law enforcement will transport youth to the Miami-Dade JAC.
 - b. Any juvenile meeting detention criteria is provided transport from the Miami-Dade JAC to the local RJDC.
 - c. This will only occur at times conducive to admitting youth to the local RJDC, as determined by the local RJDC.

- d. If there is a medical or mental health emergency with any youth, the detention screening staff shall contact emergency personnel at 911.
 - e. The Provider's staff shall ensure family members are contacted and requested to pick up juveniles not meeting secure detention criteria from the JAC and transport them back to their home.
 - f. The Provider's staff at the Miami-Dade JAC shall not transport non-detained youth as a regular facility function. However, if transportation for a youth not meeting the criteria for supervised release is deemed necessary, the Provider's staff will adhere to the approved transportation policy and procedures.
 - g. The Provider's screening staff shall arrange for the transportation of released youth to the youth's home or an approved shelter, if the youth was not released in six hours or less to the parent/responsible adult. If arrangements have been made for pick up outside the six-hour goal, this arrangement shall be documented in JJIS.
9. File/Court Packets
The Provider shall develop youth file/court packets for the court, the Department, the State Attorney, the youth's attorney of record, and the Regional Juvenile Detention Center, for detained youth. The Provider shall retain one copy of the complete file. PCI-15-001 Screening Packets requirements shall be followed. The Provider shall deliver the Court packet to the Court, Department service partners, and Department Probation Units on a daily basis in the manner prescribed by the Department's Circuit 11, Juvenile Probation Office. After the detention/advisory hearing, the Provider shall scan each packet to the assigned Juvenile Probation Officer and Juvenile Probation Officer Supervisor.
10. Case Management Services
The Provider shall ensure the provision of case management services to youth who receive services through the JAC that shall include, but is not limited to:
- a. Coordination with Department Juvenile Probation Officers, Detention Services staff, the courts and other community-based agencies providing services to Department youth to ensure all service providers are aware of the arrest and charges against the youth. This includes referral to the Department of Children and Families when the youth is dependent.
 - b. The Provider shall attend Miami-Dade County Circuit Court detention/advisory hearings on weekends and holidays and represent the Department.
 - c. The Provider shall attach electronic monitoring devices on youth that the Department deems necessary.
11. Data Collection and Reporting Services
- a. The Provider's screening staff shall Inputting youth data into the JJIS, pursuant to Department JJIS Business Rules listed at: <http://www.djj.state.fl.us/partners/data-integrity-jjis/jjis-information/>
 - b. The Provider's screening staff shall attend training and obtain permissions to enter information into JJIS. The Provider will provide Data Collection and Reporting Services that shall include, but are not limited to:
 - 1) Documentation of youth information in the Department's JJIS;
 - 2) Documentation of the completion of all required intake and detention screening forms;
 - 3) Documentation of the length of time each youth was held at the Detention Screening Unit for intake and screening;
 - 4) Documentation of the total number of youth screened;
 - 5) Documentation of the total number of youth referred to the Department for Detention, released to his/her home, and the total number of youth referred to shelter;
 - 6) Development and distribution of statistical reports generated by data collection to the Department; and

- 7) Other data collection and statistical reports as required or requested by the Department.
12. Installation of Electronic Monitoring (EM) Equipment
 If a youth scores for Intensive Home Detention with Electronic Monitoring (IHD/EM) on the DRAI or is court ordered to EM, prior to release from the JAC, the Provider shall ensure the Department-provided EM equipment is installed on the youth. This will include the following actions:
 - a. The Provider's staff shall conduct activation of the EM unit in the Department's EM database, Total Access.
 - b. The Provider's staff shall perform the initial entering of the youth's EM twenty-four (24) hour schedule and home zone, which shall include a one-time grace period for travel to home set up.
 - c. The Provider will contact the Circuit Chief or designee at least once a week to review the available EM unit inventory. In the event the current inventory is depleted or is in danger of being depleted due to an influx of youth, the Provider shall immediately contact the Circuit Chief or designee.
 - d. The Department will provide training on EM installation and coordinate access to the contracted EM Provider's database, Total Access.
 - C. Civil Citation Pre-Screening/Assessments
 1. The Provider shall have staff available at the JAC twenty-four (24) hours a day, seven days a week for Miami-Dade County Law enforcement to contact to determine if a juvenile being considered for Civil Citation would qualify for the program by conducting Civil Citation Pre-screening/Assessments.
 2. The JAC interfaces with the JJIS and by utilizing this system the Provider staff shall appropriately determine youth eligibility for Civil Citation.
 3. Eligibility for the program is based on the current offense, prior delinquency history, residency of the youth, officer discretion, and the willingness of the youth and their parent/guardian to participate.
 4. The pre-screening/assessments shall occur at Civil Citation program sites and Juvenile Probation Offices throughout Miami-Dade County and the Circuit 11 Juvenile Assessment Center in Miami-Dade County.
 5. Staff will complete the Department's on-line assessments through the use of remote access to the JJIS via computers. Civil Citation Assessments shall use the PAT and/or other assessment tools required or approved by the Department.
 6. After the pre-screening/assessment is completed the youth will be referred to the appropriate Civil Citation Program.
 7. All staff hired to conduct assessments shall complete all mandatory Department of Juvenile Justice training prior to meeting any youth for an assessment.
 - D. 24-Hour Security, Booking and Receiving Services
 1. The Provider shall ensure that there is an operational twenty-four (24) hour secure booking facility, including video imaging, fingerprinting and coordinate or arrange emergency medical service.
 2. The Provider shall provide and maintain booking and video imaging equipment at no cost to the Department or the Provider and provide personnel or subcontract for such personnel to operate security equipment and to provide security monitoring of youth in the custody at the JAC at no cost to the Department or the Provider.
 - E. Limits Within Services Must be Provided
 Services shall be limited to youth presented to the JAC by local law enforcement who are alleged to have committed a delinquent act, who meet the minimum criteria for admission to the JAC and for youth referred for civil citation pre-screening/assessment. The Provider shall ensure each youth receives a medical clearance using the Department's Medical and Mental Health Clearance Form (Exhibit 3). Administrative services shall be limited to those directly related to the operation of the JAC.
 - F. Staffing/Personnel

The Provider and all personnel provided under this Contract, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Provider or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held.

All personnel shall renew licenses or certifications pursuant to applicable law or rule. The Provider shall provide copies of all current licenses or certificates required for the delivery of services under this Contract to the Department's Contract Manager prior to the delivery of services. The Provider shall comply with 63H-1.001-.016; 2.001-.008, F.A.C. and Department training required by this Contract and certify the necessary staff as Instruction Techniques Workshop (ITW) trainers to ensure in-house training capabilities.

1. Staffing Levels

- a. The Provider agrees to provide a minimum of seventeen (17) staff for the daily administration and security of the JAC Facility and staff for detention screening/intake services as required under this Contract. A list of staff paid from the Miami Dade County General Fund shall be submitted to the Department's Contract Manager annually and upon any changes.
- b. In addition, the Provider shall provide the following three staff positions to ensure provision of Civil Citation Pre-screening/Assessment services as required under the terms and conditions of this Contract:
 - 1) Two FTE Civil Citation Assessment Counselors to perform the Civil Citation Assessment for youth admitted to the JAC.
 - 2) One FTE Juvenile Service Department (JSD) Civil Citation specialist to perform administrative functions.

2. Staffing Qualifications

Provider staff shall be at least nineteen (19) years of age. The following minimum qualifications are required for each of the following positions prior to the provision of services to Department youth:

- a. Detention Screeners: Shall be at least nineteen (19) years of age, possess a high school diploma or its equivalent and two years of experience providing case management services/responsibilities to youth. Detention screeners shall complete SkillPro training and JJIS training. The Department will facilitate JJIS training. The required training shall include the Department of Juvenile Justice curriculum for Detention Screeners and additional training as required by Department policy or Quality Improvement standards and local procedures, as approved by the Department's Probation Regional Directors based on staff development guidelines.
- b. Senior Detention Screener: Shall possess a college education from an accredited four-year college or university. Vocational/ technical training can substitute at the rate of thirty (30) semester, or forty-five (45) quarter, or 720 classroom hours for each year of the required experience. Detention screeners shall complete SkillPro training and Juvenile Justice Information System (JJIS) training. The Department will facilitate JJIS training. The required training shall include the Department of Juvenile Justice curriculum for Detention Screeners and additional training as required by Department policy or Quality Improvement standards and local procedures, as approved by the Department's Probation Regional Directors based on staff development guidelines.
- c. Detention Screener Supervisor: Shall possess a bachelor's degree from an accredited four-year college or university, and three years of professional experience working with youth in criminal justice, social services, or education field; or a master's degree from an accredited college or university in criminal justice or social services can substitute for one year of the required work experience. Detention screeners shall complete SkillPro training, and JJIS training. The Department will

facilitate JJIS training. The required training shall include the Department of Juvenile Justice curriculum for Detention Screeners and additional training as required by Department policy or Quality Improvement standards and local procedures, as approved by the Department's Probation Regional Directors based on staff development guidelines.

- d. Civil Citation Juvenile Assessment Counselor: Shall possess a Bachelor's degree in Social Work, Sociology, Psychology or a related field. The required trainings shall include but are not limited to CPR, PAT, Detention Risk Assessment Instrument (DRAI), JJIS, and Protective Action Response (PAR) Training.
- e. JSD Civil Citation Specialist: Shall possess a high school diploma or GED. Three years of advanced clerical experience to include data entry. The required trainings shall include, but are not limited to Customer Service, Civil Citation Protocol, CPR, Juvenile Justice Information System, Quest Case-management System, and PAR Training.

The Provider shall provide a written request (email acceptable) to the Department's Contract Manager and Chief Probation Officer for a waiver of the above professional qualifications. The Department's Probation Regional Director and the CPO shall determine whether a waiver is approved. Waivers of the above professional qualification shall be granted when it is determined to be in the best interest of the Department.

3. Staff Shift Coverage

The Provider shall ensure staff is available to provide administration, detention screening, intake and pre-civil citation screening services twenty-four (24) hours per day, seven days a week.

4. Staff Training

Staff performing screening duties shall successfully complete the Department's curriculum for detention screening, JJIS, PAT, DRAI, PAR, CPR, First Aid, Trauma Informed Care, Civil Rights training and the requirements specified in Florida Administrative Rule 63H-2.004.

5. Staff Background Checks

- a. The Provider and all staff shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Provider and all staff shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, F.S. and the Department's background screening policy. Failure to comply with the Department's background screening requirements may result in termination of the Contract.
- b. A background screening shall be completed in accordance with the Department's Background Screening Policy and Procedures on all newly hired staff, including subcontractor staff, and provided to the Contract Manager prior to the initiation of employment to provide services under this Contract.
- c. The Provider shall ensure staff, including subcontractor staff, obtain the required five-year background re-screening every five years from the date of their approval to work at the facility in accordance with the Department's statewide procedure. Five-year re-screenings shall not be completed more than twelve (12) months prior to the original screening approval date. Results of re-screenings shall be provided to the Department's Contract Manager.
- d. The Provider shall notify the Background Screening Unit when their employee or subcontractor employees are no longer providing services under this Contract.

6. Changes in Staffing

The Provider shall provide a written request (email acceptable) to the Department's Contract Manager and CPO to request a waiver of the above professional qualifications. Waivers of the above professional qualifications shall be granted only when it is determined to be in the best interest of the Department and be approved in writing by the Regional Director and the CPO.

G. Service Location and Times

1. Service Locations

The JAC is located in a County-owned facility in Circuit 11, Miami-Dade County, whose address is: 275 Northwest Second Street, Miami, Florida 33126. Telephone: (305) 755-6262.

2. Service Times

The Provider shall ensure staff provide JAC administration and screening services 365 days per year, seven days per week, and twenty-four (24) hours a day. The Provider shall ensure the Continuity of Operations Plan (COOP) required by this Contract includes an emergency plan to continue operations in the event of a natural or man-made disaster.

3. Changes to Locations/Times

Changes to the location for services and service times shall only be made by direction of the Office of Probation and Community Intervention and shall require a Contract amendment.

H. Property and Facility Standards

1. Current Property Inventory

An inventory of State property provided to the Provider for use in providing services detailed in this Contract by the Provider will be provided by the Department's Contract Manager at Contract start. The Provider is responsible for ensuring the safety and physical maintenance of computer equipment and shall adhere to Department policies when requesting purchase of additional equipment with Contract funds.

2. Non-Expendable Tangible Personal Property

a. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:

- 1) Expenditure of funds provided by the Department under a cost-reimbursement contract;
- 2) Expenditure of funds provided by the Department as pre-operational; and/or
- 3) Expenditure of funds provided by the Department as operational expense dollars.

b. All state-furnished property or property acquired by the Provider through funding sources identified above, with a cost of \$1,000 or more and lasting more than one year, and hardback-covered bound books costing \$250 or more, and computers, regardless of cost shall be accounted for in accordance with Rule 69I-72., F.A.C. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted or determined surplus under the terms of this Contract, shall be returned to the Department upon Contract termination. Any replacements shall be in equal or greater value when returned to the Department.

c. Upon delivery of Department-furnished property to the Provider, the Provider assumes the risk and responsibility for its loss and damage.

d. The Provider shall submit to the Department's Contract Manager, on a quarterly basis, a listing of all items purchased that quarter under this Contract. The listing shall include a statement as to whether the items were purchased with Department or Provider funds and include supporting documentation of funds used.

- e. The Provider shall not dispose of state-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
- f. The Provider shall not use any state-furnished property or property acquired by the Provider through funding sources identified above for any purpose except the delivery of services identified in this Contract.
- g. The Provider shall submit a final inventory report for approval by the Department at conclusion of this Contract.
- h. The Provider shall submit an annual joint inventory report of all state-furnished property or property acquired by the Provider through funding sources identified above to the Department's Contract Manager.
- i. The Provider shall report annually to the Department's Contract Manager an inventory of all state-titled vehicles or other vehicles purchased with state funds. When utilizing state-furnished vehicles, the Provider shall comply with the Department's Vehicle Operations Policy and Fleet Management Manual.
- j. The Department finds it necessary to purchase property through the Provider as opposed to direct acquisition for the following reason(s):
 - 1) The property is solely intended for use by the Provider in the delivery of the contracted services or the same or different Provider's under subsequent continuing Contracts intend continued use of this property throughout its useful life. It is not intended for direct use by Department staff;
 - 2) The property is critical to the delivery of the contracted services and the Department more appropriately identifies the cost as a Contract cost rather than Operating Capital Outlay; and
 - 3) Direct purchase by the Provider is more efficient than Department purchase, which would include additional costs for storage, delivery, retrieval, disposal, etc.

3. Facility Standards

The facilities where services are provided to youth shall be Provider owned or leased facilities. All providers shall comply with standards required by fire and health authorities. The Provider shall ensure that all buildings and grounds, equipment and furnishings are maintained in a manner that provides a safe, sanitary and comfortable environment for youth, family, visitors and employees.

IV. DELIVERABLES

The Provider shall submit an invoice with sufficient documentation to fully justify payment for services delivered. Failure by the Provider to promptly report and document deliverables as required may result in a reduction in the respective invoice. In months where the Provider did not complete services, an invoice is not required.

The deliverable under this Contract is a facility day, to include operation of the Miami-Dade JAC to include Administration, Security, Detention Screening/Intake and Civil Citation Pre-Screening/Assessment Services in accordance with Attachment I, section III., A. - D., of this Contract, twenty-four (24) hours per day, seven days a week, 365 days a year.

V. REPORTS

The Department will require progress or performance reports throughout the term of the Contract. The Provider shall complete reports as required to become eligible for payment. The following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

Provider	Department
Mr. Morris Copeland	Keyla Osorno
111 Northwest 1 st Street, Suite 2210	201 W. Broward Blvd., Suite 208

Miami, FL 33128	Ft. Lauderdale, FL 33301
Fax: 305-755-6146	Fax: 954-713-3158
Phone: (305) 755-6202	Phone: 954-713-3154
Email: Jac0110@miamidade.gov	Email: Keyla.Osorno@djj.state.fl.us

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

A. Invoice

A properly prepared invoice shall be submitted directly to the Department's Contract Manager within thirty (30) calendar days following the end of the month for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, F.S., and any interest due shall be paid pursuant to section 55.03(1), F.S. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

1. The Provider shall submit the monthly invoice accompanied by the Youth Census Report with sufficient documentation to fully justify payment for the facility day. The Provider shall report, in accordance with Department policy, all youth admissions, releases and inactive status in JJIS as required. Failure by the Provider to promptly report may result in a reduction in the monthly invoice.
2. The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract.
3. Invoices for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
4. Documentation of service delivery shall be in accordance with Attachment I, Section IV., Deliverables.

B. Youth Census Report

A complete list of youth who were provided services required under the terms and conditions of this Contract during the service period detailed on the invoice shall be exported from JJIS and furnished with the invoice. The Youth Census Report is to be submitted with the monthly invoice. At a minimum, the Youth Census Report shall include the youth's last name and initial of first name, juvenile justice identification number, admit and release date(s) of service, and the service required by the Contract that was provided. Prior to the submission of the monthly Youth Census Report, the Provider shall confirm the accuracy of youth census data in JJIS.

C. Proof of Insurance

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

D. Subcontract(s)

A copy of all subcontract agreements entered into by the Provider and a subcontractor for services required of the Provider via the Contract, shall be submitted to the Department in advance for review. A signed copy of the subcontract shall be provided to the Department's

Contract Manager prior to the delivery of service to Department youth and payment to the subcontractor.

E. Organizational Chart

The Provider's organizational chart shall be provided upon execution of this Contract, annually, and upon changes. The organizational chart shall include the programmatic and administrative structure of the Provider's organization.

F. Staff Hire Report

The Provider shall provide to the Department's Contract Manager a complete list of staff hired to fill vacant positions to include their full legal name, the position title, position number, date of hire, date of background screening, and position description. If any position filled requires specific licensing, certification, or education as required in the Contract, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report. A copy can be found at <http://www.djj.state.fl.us/partners/contract-management/>.

G. Staff Vacancy Report

The Provider shall provide a complete list of all vacant program positions required by this Contract, and include the position title, position number, date of vacancy, and position description. The Provider shall provide the Department's Contract Manager with an explanation for vacancies which exceed ninety (90) calendar days. Services shall be provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant.

H. Florida Minority Business Enterprise (MBE) Utilization Report

The Provider shall submit to the Department's Contract Manager, along with each monthly invoice, the Florida MBE Utilization Report listing all payments made for supplies and services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.

I. Continuity of Operations Plan (COOP)

Prior to the delivery of service, the Provider shall submit a COOP, which provides for the continuity of Contract services in the event of a manmade/natural disaster/emergency. The Department approved plan format can be found on the Department's website. Additional information can be found in FDJJ 1050, Continuity of Operations Plans.

J. Inspections

The Provider shall submit to the Department's Contract Manager, state and local inspections conducted by the governing authority related to fire, health and safety regulations. The Provider is responsible for ensuring issues identified by the governing authority and contained in the Inspection are corrected within the mandated timeframes. The Department will review Provider compliance with the Inspections during the annual monitoring of this Contract.

K. JAC Admissions Report

The Provider shall submit to the Department's Chief Probation Officer, Circuit 11, a report detailing the name of the youth, JJIS Identification, time of admission and release, party the youth was released to (parent, detention, etc.), and reason why the youth was not released within six hours of admission, when applicable.

L. Six Hour Admission/Release Report

The Provider shall submit a report supporting the required release of all youth within six hours of admission shall be reported to the Department's Contract Manager on a monthly basis in a format to be approved by the Contract Manager.

M. Ad Hoc Reports

The Provider shall provide the Department ad hoc reporting upon request of the Department's Contract Manager or designee.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO
Invoice	Monthly	Thirty (30) calendar days following the end of the month services were provided.	Contract Manager

Youth Census Report	Monthly	Information will be exported from JJIS to match Invoice. To be submitted with the invoice	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution	Upon execution	Contract Manager
Staff Hire Report	Monthly	To be submitted with the invoice	Contract Manager
Staff Vacancy Report	Monthly	To be submitted with the invoice	Contract Manager
MBE Utilization Report	Monthly	To be submitted with the invoice	Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to the delivery of services and July 1	Chief Probation Officer Circuit & Contract Manager
Inspections	Annually	July 1 of each year	Contract Manager
JAC Admissions Report	Monthly	The Monday following the end of the reporting month.	Circuit Chief Probation Officer
6 Hour Admission/Release Report	Weekly	Each Monday for the previous week (Sunday through Saturday)	Circuit Chief Probation Officer & Contract Manager
Ad Hoc Reporting	Upon Request		

Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Contract Manager will approve or reject deliverables and reports.

VI. PERFORMANCE MEASURES

A. Listed below are the key Performance Measures, with minimum standards of performance, deemed most crucial to the success of the overall desired service delivery. The Provider shall ensure that the stated performance measures and standards (level of performance) are met. Performance shall be measured, beginning the second month after which service has been fully implemented.

1. **GOAL:** 100% of youth admitted to the Detention Screening Unit shall have a documented substance abuse, mental health, and suicide risk screening completed.
MEASURE: This shall be calculated by dividing the number of youth admitted to the Detention Screening Unit who have a substance abuse, mental health and suicide risk screening completed, divided by the number of youth admitted to the Detention Screening Unit.
MINIMUM STANDARD: 100% of youth admitted to the Detention Screening Unit shall have a documented substance abuse, mental health, and suicide risk screening completed.
2. **GOAL:** 100% of youth admitted to the Detention Screening Unit shall have a completed DRAI conducted.

MEASURE: This shall be calculated by dividing the number of youth admitted to the Detention Screening Unit who have documentation in their file that a DRAI was complete and conducted, divided by the number of youth admitted to the Detention Screening Unit.

MINIMUM STANDARD: 100% of youth admitted to the Detention Screening Unit shall have a completed Detention Risk Assessment Instrument conducted

3. **GOAL:** 100% of youth who have been identified as in need of an assessment shall be referred for assessment services.

MEASURE: This shall be calculated by dividing the number of youth admitted to the Detention Screening Unit identified as in need of an assessment who were referred for assessment services, divided by the number of youth admitted to the Detention Screening Unit.

MINIMUM STANDARD: 100% of youth who have been identified as in need of an assessment shall be referred for assessment services.

4. **GOAL:** 100% of youth referred for detention shall have a completed detention admission packet.

MEASURE: This shall be calculated by dividing the number of youth admitted to the Detention Screening Unit with a completed detention admission packet, divided by the number of youth admitted to the Detention Screening Unit.

MINIMUM STANDARD: 100% of youth referred for detention shall have a completed detention admission packet.

5. **GOAL:** 100% of youth receiving a detention screening shall be out-processed within six hours from the time of entry at the Detention Screening Unit or have documentation of the Provider's effort to ensure the youth was processed and released within six hours after they were accepted for admission.

MEASURE: This shall be calculated by dividing the number of youth admitted to the Detention Screening Unit receiving a detention screening out-processed within six hours from the time of entry at the Detention Screening Unit, or have documentation of the Provider's effort to ensure the youth was processed and released within six hours after they were accepted for admission, divided by the number of youth admitted to the Detention Screening Unit.

MINIMUM STANDARD: 85% of youth receiving a detention screening shall be out-processed within six hours from the time of entry at the Detention Screening Unit or have documentation of the Provider's effort to ensure the youth was processed and released within six hours after they were accepted for admission.

6. **GOAL:** 100% of all recommendations, including justification for those recommendations, shall be submitted to the State Attorney within twenty-four (24) hours for youth who are detained and within twenty (20) business days for youth who are not detained.

MEASURE: This shall be calculated by dividing the number of youth admitted to the Detention Screening Unit whose recommendations, including justification for those recommendations, that were submitted to the State Attorney within twenty-four (24) hours for youth who are detained and within twenty (20) business days for youth who are not detained, divided by the number of youth admitted to the Detention Screening Unit.

MINIMUM STANDARD: 100% of all recommendations, including justification for those recommendations, shall be submitted to the State Attorney within twenty-four (24) hours for youth who are detained and within twenty (20) business days for youth who are not detained.

B. Outcome Evaluation

1. The Provider, throughout the term of the Contract, shall document compliance with required service tasks, performance and provide documentation of such for inspection via contract management, annual program monitoring, and quality improvement inspections and deliver findings in applicable reports.
2. The Department will use the process and outcome data collected throughout the duration of the Contract to determine the effectiveness of the services.

3. The results may be used in evaluation of the service needs or the Provider's performance when considering future contract renewals and funding.

ATTACHMENT II
JUVENILE ASSESSMENT CENTERS - MULTI-AGENCY DESCRIPTION

I. Overview

A juvenile assessment center is a centralized processing center for youth taken into custody by law enforcement for an alleged delinquent act. Juvenile assessment centers represent a co- location of functions performed by various governmental agencies, through direct service or private contract, to prepare an alleged delinquent for court review or participation in a juvenile justice program. These functions include detainable and non-detainable screening; mental health, substance abuse, and suicide screening; assessments as indicated based on screening tools; law enforcement booking; coordinated case management of on-site services; and referral processing. Upon arrest or referral, a youth is screened and assessed to gather essential information for all involved parties to protect the youth and appropriately move this case through the juvenile justice system.

II. Governance

Juvenile assessment centers are governed by an advisory committee consisting of community partners involved in the delivery of services through the juvenile assessment center. By statute, eligible advisory committee members may include substance abuse programs, mental health providers, law enforcement agencies, schools, health service providers, state attorneys, public defenders and other agencies serving youth. The Department of Juvenile Justice is charged with collaboratively working with these organizations to establish juvenile assessment centers. The juvenile assessment center is formed and operated through local initiative. An interagency agreement must be in place identifying participants in the juvenile assessment center process and their contribution to the center. The advisory committee guides the center's operation and ensures that appropriate and relevant agencies are collaboratively participating in and providing services at the center. Each participating state agency has operational oversight of only those individual service components for which the state agency has statutory authority and responsibility.

III. Core Functions

In order to receive state administrative funds, juvenile assessment centers must provide the following core functions:

SERVICES
Central Point of Service Delivery
Central Point of Delivery for Law Enforcement
Booking functions
Comprehensive Screening • Mental health • Substance Abuse • Suicide • Detention
Assessment based on indicators
Interagency Coordination and Referral
24-hour Response
Transportation coordination/provision of non-Detention eligible youth
On-site Coordination of Services
JJIS Access and Entry and internal communications capability
Local planning and collaboration through an advisory committee
Interagency Agreement between participating parties
Shared funding
Referral Processing • Felony • Misdemeanor • Civil Citation
Other Intake

Security

The statute notes that state agencies will continue to provide those duties for which they are statutorily responsible. Administrative funds are designed to cover the costs of co-locating these services, such as rent, utilities, repair and maintenance, coordinated information systems, reception, and interagency coordination.

IV. Services

Juvenile assessment centers must provide colocated detainable and non-detainable screening services for youth referred to the Department. Sufficient services must be provided to facilitate the initial screening of and case processing for detainable and non-detainable youth; positive identification of the youth; detention admission screening; needs assessment; substance abuse screening and assessments; physical and mental health screening; and diagnostic testing as appropriate. Centers are authorized and encouraged to establish truancy programs. Each center must provide for the coordination and sharing of information among the participating agencies to facilitate the screening of and case processing for youth referred to the Department. The Department may utilize juvenile assessment centers to conduct predisposition assessments and evaluations of youth. Such assessments and evaluations may include, but are not limited to, needs assessment, substance abuse evaluations, and mental health evaluations. To the extent possible, the youth's parent/guardian and other family members should be involved in the assessment and evaluation process.