

**DEPARTMENT OF JUVENILE JUSTICE
FIRST CONTRACT AMENDMENT
FOR
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

The purpose of this Amendment is to renew this Contract for a period of one year, under the same terms and conditions, pursuant to section III., A., 2., of this Contract.

THIS AMENDMENT, entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE**, (“Department”) and **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** (“Provider”), amends the above-referenced Contract by deleting, as indicated by “~~strikethrough~~” or reference and adding, as indicated by “underscore” or reference the section(s) below:

REFERENCE: Page 3, Section III., A., Contract Term
UPDATE:

1. This Contract shall begin on **August 14, 2023**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on ~~June 30, 2024~~ 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.

REFERENCE: Page 3, Section III., B., 1., Contract Amount
UPDATE:

Total compensation under this Contract shall not exceed **~~\$110,000.00~~ \$220,000.00**.

- a. The Department will pay the Provider for each SWEAT event in arrears at a rate of \$2,972.97 for each SWEAT event. All SWEAT events must occur prior to ~~June 30, 2024~~ June 30, 2025 to be billable to the Department.
- b. The Department will pay for mentoring hours delivered at a rate of \$27.50 per half-hour (thirty [30] minutes) of mentoring, documented by a sign-in log indicating the first initial and last name of the youth mentored at each session, and the start time and end time of each session signed by the individual offering the mentoring.
- c. The Department will pay for tutoring hours delivered at a rate of \$32.50 per half-hour (thirty [30] minutes) of tutoring, documented by a sign-in log indicating the first initial and last name of the youth tutored at each session, and the start time and end time of each session signed by the individual offering the tutoring.

REFERENCE: Pages 13-14, Section X., Attachments and Exhibits to be Included as Part of This Contract
UPDATE:

Attachment II: Florida Single Audit Act and FSAA’s Exhibit 1 (Revised by Amendment #1)

- 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>

REFERENCE: Pages 28-31, Attachment II, Florida Single Audit Act and FSAA's Exhibit
UPDATE: Pages 28-31, Attachment II, Florida Single Audit Act and FSAA's Exhibit 1
(Revised by Amendment #1)

This Amendment shall become effective on **July 1, 2024**. All terms and conditions of said original Contract and any attachments and amendments thereto shall remain in full force and effect for this Amendment. Any provisions of said original Contract and any supplements and amendments thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment. This Amendment is hereby made a part of this Contract.

Pursuant to subsection 287.135(5), F.S., by signing this Renewal amendment, the Provider certifies that it is not participating in a boycott of Israel.

Pursuant to subsection 287.138(4)(b) F.S., beginning July 1, 2025, when an entity extends or renews a contract with a government entity which would grant the entity access to an individual's personal identifying information, the entity must provide the government entity with an affidavit signed by an officer or representative of the entity, under penalty of perjury, attesting that the entity does not meet any of the criteria in section 287.138(2)(a)-(c) F.S.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, the day and year last written below.

PROVIDER
NASSAU COUNTY BOARD
OF COUNTY COMMISSIONERS

SIGNED BY: _____

NAME: John F. Martin

TITLE: Chairman

DATE: 6/24/2024

VENDOR NUMBER: 59-1863042

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: _____

NAME: TIMOTHY NIERMANN or

TITLE: DEPUTY SECRETARY

DATE: _____

6-25-2024

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

**ATTACHMENT II
DEPARTMENT OF JUVENILE JUSTICE
FLORIDA SINGLE AUDIT ACT
CHECKLIST FOR COMPLIANCE WITH FEDERAL AND DEPARTMENTAL AUDIT REQUIREMENTS
PART I AND/OR II APPLIES**

NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO: <https://apps.fldfs.com/fsaa/links.aspx>

The administration of resources awarded by the Department of Juvenile Justice to the recipient/subrecipient may be subject to audits and/or monitoring by the Department of Juvenile Justice, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Juvenile Justice staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient/subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Juvenile Justice. In the event the Department of Juvenile Justice determines that a limited scope audit of the recipient/subrecipient is appropriate, the recipient/subrecipient agrees to comply with any additional instructions provided by Department of Juvenile Justice staff to the recipient/subrecipient regarding such audit. The recipient/subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient/subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient/subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department of Juvenile Justice by this agreement. In determining the federal awards expended in its fiscal year, the recipient/subrecipient shall consider all sources of federal awards, including federal resources received from the Department of Juvenile Justice. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient/subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient/subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient/subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient/subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient/subrecipient resources obtained from other than federal entities).

Part II: State Funded

Note: This part is applicable if the recipient/subrecipient is a nonstate entity as defined by subsection 215.97(2), F.S.

1. In the event that the recipient/subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient/subrecipient (for fiscal years

ending June 30, 2017, or thereafter), the recipient/subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Juvenile Justice by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient/subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Juvenile Justice, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient/subrecipient shall ensure that the audit complies with the requirements of subsection 215.97(8), F.S. This includes submission of a financial reporting package as defined by subsection 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient/subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient/subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's/subrecipient's resources obtained from other than state entities).

Part III: Other Audit Requirements

Pursuant to paragraph 215.97(8)(n), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State-awarding agency will arrange for funding the full cost of such additional audits.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient/subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient/subrecipient **directly** to each of the following:

- a. The Department of Juvenile Justice at each of the following addresses:

Inspector General
2737 Centerview Drive
Knight Building, Suite 3400
Tallahassee, FL 32399-3100

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient/subrecipient **directly** to:

The Department of Juvenile Justice at each of the following addresses:

Inspector General
2737 Centerview Drive
Knight Building, Suite 3400
Tallahassee, FL 32399-3100

4. Any reports, management letters, or other information required to be submitted to the Department of Juvenile Justice pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients/subrecipients, when submitting financial reporting packages to the Department of Juvenile Justice for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient/subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of Juvenile Justice, or its designee, the CFO, or Auditor General access to such records upon request. The recipient/subrecipient shall ensure that audit working papers are made available to the Department of Juvenile Justice, or its designee, the CFO, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of Juvenile Justice.

Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

FSAA EXHIBIT 1

Federal Resources Awarded to the Recipient/Subrecipient Pursuant to this Agreement Consist of the Following:

Note: If the resources awarded to the recipient/subrecipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.

1. Federal Program A:

N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Note: If the resources awarded to the recipient/subrecipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below.

1. Federal Program A:

N/A

Note: Instead of listing the specific compliance requirements as shown above, the state awarding agency may elect to use language that requires the recipient/subrecipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program A, the language may state that the recipient/subrecipient must comply with specific laws, rules, regulations, etc., that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The state awarding agency, if practical, may want to attach a copy of the specific laws, rules, regulations, etc., referenced.

State Resources Awarded to the Recipient/Subrecipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

Note: If the resources awarded to the recipient/subrecipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

1. Federal Program A:

N/A

Subject to Section 215.97, F.S.:

Note: If the resources awarded to the recipient/subrecipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

1. State Project A:

Department of Juvenile Justice, Delinquency Prevention, CSFA # 80.029. The amount of the Agreement is ~~\$110,000.00~~ \$220,000.00.

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

Note: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of Juvenile Justice for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

Note: 2 CFR §200.513 and subsection 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the recipient/subrecipient.

CONTRACT CONTENT ACKNOWLEDGMENT

This document serves as acknowledgement that either (1) the contract document forwarded for signature has not been modified or altered in any manner or (2) you have issues or concerns with the document that you wish for the Department to consider. Please mark the section below that applies and return it (if applicable) with the executed contract documents. Please note that if this section is not completed and returned to the Contract Administrator, the returned contract will be discarded with the exception of the signature page, and the Department's original contract document will be substituted. Also, contracts that are the result of a competitive procurement may not have material terms changed, modified or altered.

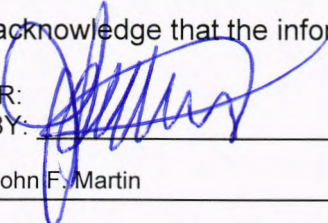
PLEASE INDICATE WHICH SECTION APPLIES:

XX The attached document has been executed by the named Provider and no changes, material or otherwise, to the contract have been made.

_____ The attached document has not been executed by the named Provider. The named Provider has issues or concerns in the following sections and pages of the document for Department review and consideration:

Contract # 10813 Amendment # 1

I hereby acknowledge that the information above is true and correct.

PROVIDER:
SIGNED BY:  _____

NAME: John F. Martin

TITLE: Chairman, Nassau County Board of County Commissioners

DATE: 6/24/2024

CONTRACT BETWEEN
STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE
AND
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

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 **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as the "Provider"), whose address is **96135 NASSAU PLACE, SUITE 2 YULEE FLORIDA 32097**, to provide a variety of mentors and tutors to assist at-risk or program/conditional release youth with court ordered attendance at mentoring and tutoring sessions.

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 this 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, FLORIDA STATUTES, 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 Part 274a of the Immigration and Nationality Act (8 U.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, religion, 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 the performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act; 34 U.S.C. § 10228; Juvenile Justice and Delinquency Prevention Act of 1974; 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.

III. CONTRACT TERMS AND METHOD OF PAYMENT

A. Contract Term

1. This Contract shall begin on **August 14, 2023**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on June 30, 2024**. 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 **\$110,000.00**.

- a. The Department will pay the Provider for each SWEAT event in arrears at a rate of \$2,972.97 for each SWEAT event. All SWEAT events must occur prior to June 30, 2024 to be billable to the Department.
- b. The Department will pay for mentoring hours delivered at a rate of \$27.50 per half-hour (thirty [30] minutes) of mentoring, documented by a sign-in log indicating the first initial and last name of the youth mentored at each session, and the start time and end time of each session signed by the individual offering the mentoring.
- c. The Department will pay for tutoring hours delivered at a rate of \$32.50 per half-hour (thirty [30] minutes) of tutoring, documented by a sign-in log indicating the first initial and last name of the youth tutored at each session, and the start time and end time of each session signed by the individual offering the tutoring.

2. Payment and Submission of the Final Invoice

The Provider shall submit the final invoice for payment to the Department no later than 45 days after this 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 the 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 is 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 this 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 the 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 this 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 this 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 the 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 this 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. Pursuant to Comptroller's Memorandum #03 (2014-2015), all expenditures under this Contract shall be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including but not limited to the *Department of Financial Services Reference Guide for State Expenditures*. Pursuant to 215.971, F.S., the recipient and sub-recipient contracts that are funded, in whole or in part, by state financial assistance require the following:

- a. The Provider may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- b. The Provider shall refund to the State any balances of unobligated cash that have been advanced or paid.
- c. Any funds paid in excess of the amount to which the recipient or sub-recipient is entitled under the terms and conditions of the agreement must be refunded to the State.

8. 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.

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, vendors, 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 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 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 this 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 287.1351, F.S., upon written notice to the Provider. If applicable, the Department may employ the default provisions in 287.1351, F.S. 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 this Contract upon no less than 15 days written notice to the Provider.
- E. Scrutinized Companies List

1. By executing this Contract, the Provider certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel.
2. Pursuant to paragraph 287.135(3)(b), F.S., the Department may, at its option, terminate any Contract for goods or services of any amount entered into or renewed on or after July 1, 2018, if the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

VI. FINANCIAL TRANSACTION, AUDIT, AND REPORTING REQUIREMENTS

The Department has determined that this is a Sub-recipient Contract. Sub-recipients of state or federal financial assistance are exempt from the 1.0% MFMP transaction fee per the F.A.C. rule.

A. Financial Audit Compliance

1. The Provider shall provide to the Department an audit in accordance with the requirements of the Florida Single Audit Act (Attachment II), as applicable. Information regarding this audit is specified in the FSAA's Exhibit 1 of this Contract.
2. This audit shall be submitted within nine months (270 calendar days) after the end of the Provider's fiscal year.
3. The Catalog of State Financial Assistance (CSFA) number for this program is **CSFA #80.029**. The information regarding the requirements associated with this CSFA number is available at:
<https://apps.fldfs.com/fsaa/searchCatalogResults.aspx?SearchCat=1>

B. Accounting Requirements for Recipients and Subrecipients of Federal or State Financial Assistance

1. The recipient shall establish and utilize accounting mechanisms and records in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect, track, and document, the receipt, investment, expenditure, and disbursements to sub-recipients, and which fully and accurately reflect, track, and document satisfaction of all matching requirements under this Contract.
2. Where the recipient in its accounting mechanisms and records relies on reports and information from sub-recipients, the recipient shall have required and assured that such reports and information are based upon accounting mechanisms and records established and maintained by sub-recipients in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect and track receipt, investment, and expenditure or refund of all funds disbursed to those sub-recipients, and which fully and accurately reflect, track, and document satisfaction of all matching requirements under this Contract.
3. Co-mingling by the recipient or sub-recipients of state funds with any other funds is strictly prohibited. The Provider shall keep separate state funds from multiple agencies and/or multiple programs within the same agency. The recipient and sub-recipients shall establish and maintain accounting records for funds and shall account for such funds on a basis separate and apart from other funds and activities of the recipient and sub-recipients.
4. The recipient shall maintain and shall ensure that sub-recipients for their activities maintain sufficient documentation of all expenditures of funds (e.g., detailed invoices, canceled checks, payroll detail, bank statements, etc.) as will establish that expenditures are allowable under this Contract and applicable laws rules, and regulations, and are reasonable and necessary for the purpose of fulfilling obligations under this Contract.

C. State of Florida, Executive Order (EO) 20-44 Annual Report Requirements

Providers who, through contract or other agreement with the State of Florida, annually receive 50% or more of their budget from the State of Florida or a combination of State and Federal funds shall submit, upon request by the Department, an EO 20-44 Annual Report. In accordance with EO 20-44, the Annual Report shall include the following:

1. A copy of the most recent Internal Revenue Service (IRS) Form 990, IRS Form 1120, or other source documentation detailing the Provider's executive leadership teams' total compensation, including:

- a. Salary.
 - b. Bonuses.
 - c. Cashed-in leave.
 - d. Cash equivalents.
 - e. Severance pay.
 - f. Retirement benefits.
 - g. Deferred compensation.
 - h. Real property gifts.
 - i. Any other payout.
2. The Provider must inform the Department of any changes to the total executive compensation between annual reports.
 3. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Provider.

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 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 for 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 years from the date the audit report is issued, and shall allow the Department, or its designee, Department of Financial Services, 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, Comptroller, or Auditor General upon request for a period of three 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 this 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 (ITB), Request for Proposal (RFP) or Invitation to Negotiate (ITN) 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 this 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 ITB, RFP, ITN, exhibits, and appendices, including any addenda.
3. Florida Statutes and Florida Administrative Code.
4. Department policy and procedures.
5. The Provider's bid, proposal, or reply as incorporated by reference.

If this 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 this Contract, 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, F.S.

H. Discriminatory Vendor List

In accordance with section 287.134, F.S., 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.
2. May not transact business with any public entity.

I. Suspended Vendor List

A Vendor, person, or entity who has been placed on the Florida Suspended Vendor List may not be awarded or renew a contract with the Department pursuant to section 287.1351.

J. Antitrust Violator Vendor List

In accordance with section 287.137, F.S. a person or an affiliate who has been placed on the Florida Antitrust Violator List following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity and may not transact business with any public entity.

K. 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.

L. 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), F.S.

M. Sponsorship

If the Provider is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 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.

N. Products Available from Blind or Other Severely Handicapped Central 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 non-profit 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

O. Force Majeure

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

P. 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 Chapter 440, F.S.
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.

Q. Suspension of Work

The Department may, in its sole discretion, suspend any or all activities under this 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 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 this Contract. The Provider will not receive compensation during the suspension period for the services that are under suspension.

R. Inspector General Requirements

1. 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 this Contract.

Pursuant to DJJ Policy 1800 (revised 1/30/18), the Provider shall perform pre-employment assessments using a suitability assessment tool for all prospective employees providing direct care to youth prior to hiring.

S. 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 12 months.
3. Quality Improvement Reviews shall be based only on current and future standards assessing compliance with this Contract, local, state, and federal laws, rules, regulations, and codes, as well as Department policies and procedures upon full execution of this Contract. 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.

T. 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 1/31/19). 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.

U. 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).
 - 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 contracted slots/youth X per diem rate X 2.0% = 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).

V. 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 this 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 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 this 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.

W. 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.

- X. 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.
- Y. 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.
- Z. 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.
- AA. Information Technology (IT) Security
In accordance with Rule 60GG-2.001 through 60GG-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.
- AB. Information Resource Request
All Department Contract Providers must receive written approval from the Department prior to purchasing any Information Technology (IT) Resource used in the performance of contractual obligations under this Contract. IT Resources are defined in Department Procedure FDJJ – 1205.01P (Revised 6/6/17), titled Information Technology Resource Management Procedures and is located on the Department's website at: <http://www.djj.state.fl.us/partners/policies-resources/department-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 this Contract. The Provider will not be compensated for any IT Resource purchases made prior to obtaining the Department's written approval.
- AC. Data Input into Department's Systems
The Provider is required to input data into the Department's Program Monitoring & Management (PMM) System and Staff Verification System (SVS) computer applications during the term of this Contract.

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 affect 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: Florida Single Audit Act and FSAA's Exhibit 1

- 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: <https://www.djj.state.fl.us/partners-providers-staff/procurement-and-contract-administration>

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
NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY:  _____

SIGNED BY: _____

NAME: Klynt A. Farmer

NAME: TIMOTHY NIERMANN

TITLE: Chairman

TITLE: DEPUTY SECRETARY

DATE: August 14, 2023

DATE: _____

VENDOR NUMBER: 59-1863042

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

**ATTACHMENT I
SERVICES TO BE PROVIDED**

I. GENERAL DESCRIPTION

A. General Description of Services

1. The Provider shall design, develop and operate two separate program components:
 - a. The Nassau County Youth Intervention Program shall be comprised of the following for community youth at risk for deeper involvement in the criminal justice system
 - 1) This program is designed to provide a graduated system of community service hours for at-risk youth issued civil infractions, arrested for criminal activities, and/or who have been held in contempt by the court. This allows at-risk youth to participate in worthwhile activities, but also allows for the youth who needs and/or deserves a more intense community service.
 - 2) In addition, youth referred to this program shall receive intense supervision, when identified by the Nassau County Court, through participation in the Sheriff's Work Ethics and Training (SWEAT) events. Participation in SWEAT events shall be utilized for meaningful punishment, allowing the at-risk youth to learn from their mistakes while avoiding deeper involvement in the criminal justice system.
 - 3) In addition, at-risk youth who are not attending school and are classified as truant youth identified by the Nassau County court system, shall be provided meaningful mentorship, tutoring, and punishment, when necessary. These children have been ordered by the court to attend school and have intentionally refused to do so. The court is given the option of punishing the child through community service hours and/or to order attendance at mentoring and/or tutoring sessions.
 - b. The Nassau County SWEAT Program is a supervised community service (work) program that community at-risk and probation youth with court ordered community service shall complete in a controlled environment through SWEAT events. SWEAT events are constructed to accelerate a change in behavior and instill personal accountability in the court-ordered youth and allow the youth to complete court ordered sanctions.
2. The Provider shall comply with all applicable federal and state laws, rules, and regulations pertaining to the delivery of services for the Department.

B. Services to be Provided

1. The Provider shall coordinate tutoring/academic assistance and mentoring by subcontracting to provide a variety of mentors and tutors to assist at-risk or program/conditional release youth with court ordered attendance at mentoring and tutoring sessions.
2. The Provider shall coordinate the SWEAT events as follows:
 - a. The Provider shall utilize Nassau County Deputy Sheriff/sworn Law Enforcement Officers/Correctional Officers to supervise youth in the SWEAT Program.
 - b. The Provider shall schedule youth for SWEAT events based upon referrals from the Court and/or the Department's Juvenile Probation Officer (JPO).
 - c. The Provider shall submit, by the following Tuesday of each week, a fax or e-mail listing of youth who participated in the previous weeks SWEAT event. The list shall be submitted to the referring source (Court), the Department's Contract Manager, and the Chief Probation Officer (CPO) of Circuit 4.

- C. Authority for Specific Contracted Program Services
1. For Probation Youth: The Provider shall provide services for probation and conditional release youth in a manner consistent with Chapter 985.135; 985.209; and 985.64, Florida Statutes (F.S.); Rule 63D-4.001-.008, Florida Administrative Code (F.A.C.); and 63H-1.001-.016; 2.001-.008, F.A.C.
 2. For Community At-Risk Youth: Authority for specific contracted program services is found in Chapter 985, F.S. and gives the Department the authority to develop and implement effective programs to prevent delinquency; to divert children from the traditional juvenile justice system; to intervene at an early stage of delinquency; to provide critically needed alternatives to institutionalization and deep-end commitment; and provide well trained personnel, high-quality services, and cost effective programs within the juvenile justice system.
- D. Limits on Services
The Provider shall not provide services to youth who fail to meet the eligibility criteria contained in this Contract. The Provider shall not be paid for services rendered outside the terms of this Contract.
- E. Definitions
1. At-Risk Youth - Any youth who exhibits problem behaviors such as un-governability, truancy, and running away from home. Additionally, a youth who has an identified risk in the record of referrals, school, use of free time, relationships, family/living arrangement, alcohol and drugs, mental health, attitudes/behaviors, aggression, and skills domains is considered at-risk.
 2. CPO – The Department employee who is responsible for managing community-based program operations and staff within each of Florida’s twenty (20) judicial circuits.
 3. Conditional Release (CR) Status – CR Status refers to youth who are released from residential commitment programs. Under the legal status of conditional release, the youth remains on commitment status and is subject to transfer back to a residential commitment program if noncompliant.
 4. Juvenile Justice Information System (JJIS) – The Department’s electronic information system used to gather and store information on youth having contact with the Department.
 5. JPO – An employee of the Department responsible for the intake of youth upon arrest and the supervision of youth on court ordered supervision in the community. The JPO serves as the primary case manager for the purpose of managing, coordinating and monitoring the services provided and sanctions required for each youth. Whenever a reference is made to the objectives and duties of a JPO, it shall also apply to case management staff of a provider agency contracted to perform these duties and objectives.
 6. Probation Status– Probation Status refers to youth who are court-ordered to community supervision after the court has determined that the youth committed a delinquent act.
 7. Subcontractor - an agreement entered into by the Provider with any other person or organization who agrees to perform any performance obligations for the Provider specifically related to securing or fulfilling the Provider’s obligations to the Department under the terms of this Contract.

II. YOUTH TO BE SERVED

- A. General Description of Youth to be Served
The Provider shall serve two different types of youth who reside in Nassau County, Florida:
1. Community youth at risk who are ten (10) to eighteen (18) years of age and are referred directly by the Nassau County court; and
 2. Department youth who are ten (10) to eighteen (18) years of age, on Probation or CR status, who have been referred by a Court order or by the Department, and who have been adjudicated or have had adjudication withheld and are under the supervision of the Department.
- B. Youth Eligibility

Eligible youth for these Contract services are:

1. Community youth at risk of further involvement in the criminal justice system and who are referred directly by the Nassau County court; and
2. Probation or CR status youth who have been referred by the court or the Department's JPOs to participate in the SWEAT program.

C. Youth Referral/Admission and Discharge Determination

1. Community At-Risk Youth Referral and Admission/Discharge:
 - a. Youth shall be referred by the Nassau County Court. Referrals shall be hand-delivered or emailed to the Provider.
 - b. The Department shall resolve all disputes regarding the eligibility of community at-risk youth to participate in the program. The Provider shall contact the Department's Contract Manager prior to the admission of youth whose eligibility is in dispute.
2. Probation and Conditional Release Youth Referral/Admission/n
 - a. Probation and CR youth shall be referred by the Department's JPOs and/or the Court and shall be admitted by the Provider into the SWEAT Program in the JJIS system.
 - b. The Department will book youth and automatically forward referrals to the Provider utilizing the JJIS Probation Resource Booking (PRB) Module.
 - c. The Provider shall review referral information and accept or reject the youth's referral in the Youth Placement – Facility module in JJIS.
 - d. Any disputes regarding the appropriateness of the youth for program admittance shall be forwarded to the Department's Contract Manager and the Chief Probation Officer in the Circuit where services are to be provided.
 - e. The Provider shall release youth in the Youth Release module in JJIS when they complete the program or are otherwise discharged within three business days.

D. Limits on Youth to be Served

The Provider shall only be paid for services rendered to youth admitted for services that were referred by the Department and/or by the Nassau County Court.

III. SERVICE TASKS

A. The following tasks shall be provided, at a minimum, by Provider staff:

1. Mentoring and Tutoring/Academic Assistance
 - a. The Provider, through an approved subcontractor, shall offer mentoring sessions and tutoring/academic assistance to community at-risk youth and Probation youth referred by the Nassau County Court or the Department and who are in need of such services.
 - b. Mentoring sessions shall address topics such as body image, decision making, identifying positive role models, and self-esteem. Mentoring sessions shall be a minimum of thirty (30) minutes per session and shall be offered at a minimum of two times per week to youth. Sessions may occur back to back.
 - c. Tutoring/Academic Assistance sessions shall include course work assistance for participating youth and instruction to help academic achievement in the classroom. Tutoring/Academic Assistance sessions shall be a minimum of thirty (30) minutes per session and shall be offered at a minimum of three times per week to youth. Sessions can occur back to back.
2. SWEAT Events (for both Community At-Risk youth and Probation CR Youth)
 - a. The Provider shall provide intense supervision through supervised work projects with community service opportunities/events during the Contract term where youth are able to learn from their mistakes and make better behavioral choices.
 - b. The Provider shall arrange, and schedule community service events comprised of a minimum of a six-hour workday/event day for youth to complete sanctions.

- c. SWEAT events shall include but are not limited to:
 - 1) cleaning garbage off roads;
 - 2) shredding papers at the county administration building;
 - 3) cleaning riverbeds;
 - 4) cleaning county park facilities; and/or
 - 5) washing transportation vehicles.
 - d. The Provider shall schedule youth referrals for specific SWEAT events and notify the youth of required attendance.
 - e. For Probation/CR youth participating in SWEAT events, the Provider shall provide to the CPO in Circuit 4, which includes Nassau County, a fax or e-mail listing the names and DJJ identification number of each youth who participated in the scheduled event by Tuesday of the week following the event.
 - f. The Provider shall coordinate and ensure that a sufficient number of sworn Law Enforcement Officers/Correctional Officers supervise each event.
 - g. Law Enforcement Officers/Correctional Officers shall arrange transportation for youth, when necessary, to and from each SWEAT event.
3. Transportation
The Provider shall ensure the following tasks for the transportation for program participants are met throughout the term of this Contract.
- a. When providing transportation services for youth for SWEAT events or to or from mentoring/tutoring sessions, the Provider shall ensure that all Provider Staff and Law Enforcement Officers/Correctional Officers providing transportation adhere to the Department's policy and procedures for Operating a Vehicle for the Purpose of Transporting Youth (FDJJ 1920 and 1920P dated 5/19/2014). A copy of the transportation policy is available on the Department's website.
 - b. Youth shall be transported by a Provider or Law Enforcement Officers/Correctional Officers Agency leased or owned vehicle (vehicle must have working seat belts and be driven by a licensed and approved staff member or sworn Law Enforcement Officers/Correctional Officers).
 - c. Transportation services shall be provided as a condition of receipt of funds under this Contract, but transportation services shall be included in the cost of this Contract and shall not be reimbursed separately from this Contract.
4. Juvenile Justice Information System (JJIS)
- a. For Community At-Risk Youth:
The Provider shall be responsible entering information on Community At-Risk youth into the JJIS Prevention Web within three business days of youth's admittance to the program. The Provider shall have a process to ensure the accuracy of all data entered. The youth data must be entered to ensure verification of the youth census for payment purposes. In addition, all youth information required in the JJIS Prevention Web shall be collected and maintained in hard copy format.
 - b. For Probation and Conditional Release Status Youth:
The Department will book youth and automatically forward referrals to the Provider utilizing the JJIS Probation Resource Booking (PRB) Module. The Provider shall review referral information and accept or reject the youth's referral in the Youth Placement – Facility module in JJIS.
 - c. JJIS Training/Prevention Web Training
 - 1) The above responsibility for data entry is based on the Department's capability to provide training and access to the Provider.
 - 2) The Provider shall designate a lead staff person responsible for ensuring completion and accuracy of the data entered on JJIS, including admission and release dates.

3) The Provider Access Agreement Form shall be submitted to the DJJ Contract Manager in order for VPN and JJIS access to be provided.

d. Staff Verification System (SVS)

The purpose of the SVS is to create a comprehensive database of employees who work with youth in juvenile justice programs. Each time a supervisor is considering hiring a new employee, the supervisor will be able to access the system to obtain the work history of the individual in juvenile justice programs in Florida. The system will show the programs the person has worked for and will provide a previous employer's name and telephone number for job references. By sharing this information, the Department will be able to ensure that undesirable employees do not move from the Department to a Provider program or from one Provider program to another. Florida Statute authorizes the sharing of this information for all criminal justice agencies, including the Department of Juvenile Justice and its Providers. Each Provider will be required to input several data items on each employee including employee name, social security number, date of hire, program where employed, and job title. Once the initial data on all employees is added to the system, Providers will be responsible for updating the list monthly regarding employees who have left their employment and all new hires. The Department's data will be updated via the State of Florida People First System.

e. Program Monitoring and Management (PMM) System

The purpose of the PMM System is to provide a single site for the Department's monitoring process, documentation storage, deficiency review and corrective actions, and performance measures. Providers will be able to view monitoring reports and enter comments, submit appropriate and timely corrective action plans to respond to deficiencies, and enter data on performance measures as determined in the contract or service area.

B. 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.

1. Staffing Levels

Position Title	Part Time or Full Time Position	Job Description and Minimum Qualifications
Program Director (1) (Direct Care Staff)	Part-Time 50% FTE	Oversee aspects of the program, conducts the PAT on community at-risk youth, JJIS data entry, fiscal management, hire and supervise staff, provide direction and guidance for staff and youth, monitor ongoing evaluation, effectiveness records, provide applicable reports to the Department. Requires a College degree with a minimum of five years' experience in supervising or counseling youth.

Administrative Assistant (1) (Direct Care Staff - filled by Sworn LEO)	Part-Time 50% FTE	Determining and coordinating compliance with the Department and preparing and filing appropriate documentation of compliance. Requires College degree or experience with similar program compliance requirements.
Deputies/Sworn LEOs/Correctional Officers	Part-Time	Assigned by the Sheriff, Deputies, LEO's or Correctional Officers supervise youth in the SWEAT program and provide transportation, when appropriate. Requires a sworn law enforcement officer.
Mentors (up to 25) (Direct Care Staff)	Part-Time	Develops a plan of action to address areas of needs that have been identified, provides mentoring to ensure continued educational, personal, and professional success of the participants. Evaluates behavior on an on-going basis, collects data and tracks progression of the participants, and conducts a conclusion report on each participant to measure results of the program. Mentors must be equipped and trained to mentor in many areas to include but not limited to: academic counseling, self-esteem, life skills, character development, professional skills, peer-pressure, personal development, and leadership skills. Requires a College or Associate of Arts degree, at a minimum. The requirement for a College or Associate of Arts degree may be waived on a case by case basis, upon written approval from the Department's Contract Manager.
Tutors (up to 25) (Direct Care Staff)	Part-Time	Provides academic assistance to participants to help with their academic challenges by providing effective tutoring practices, tracks progression of the participants, and conducts a conclusion report on each participant to measure results of the program. Requires a College or Associate of Arts degree, at a minimum.

2. Staff Qualifications
All individuals providing services shall be at least nineteen (19) years of age, shall possess adequate training to perform the duties for which they are assigned and meet all applicable qualification requirements set forth in the table above, as applicable.
3. Staff Training
 - a. All Provider staff, with the exception of Sworn Law Enforcement Officers, under this Contract are considered Direct Care Staff and therefore subject to the training for Non-Residential staff set forth in 63H-2, F.A.C.; however, mentors and tutors are exempt from the Protective Action Response (PAR) (or Right Interactions) and Cardiopulmonary Resuscitation (CPR) trainings, as specified below.
 - b. The Department's Office of Talent, Leadership & Culture (TLC) has determined the Nassau County Sheriff's Office's standard training for Law Enforcement Officers meets the above requirements.

- c. Prior to any contact with youth, the Provider's staff must first complete, at a minimum, the following essential skills training:
- 1) PAR trained; thirty-two (32) hours/DJJ Instructor led (waived for LEOs, mentors and tutors);
 - 2) CPR/First aid certified; four hours/DJJ Instructor led (waived for LEOs, mentors and tutors);
 - 3) Professionalism and ethics training; (available online through the Department's Learning Management System [LMS]) (waived for LEOs);
 - 4) Suicide prevention training (available in LMS); (waived for LEOs); and,
 - 5) Emergency procedures training (available in LMS) (waived for LEOs).

The above training shall be coordinated through the Department's Contract Manager.

- d. The Provider must ensure that all required training, per 63H-2, F.A.C., is completed, except as otherwise stated herein.

- e. In addition to all Direct Care Training requirements set forth above, the Provider shall ensure staff is trained in the following training topics:

- 1) Critical Incident Reporting Requirements – This training can be provided by the Department's Probation Program Operations staff.
- 2) JJIS Training for a minimum of two staff entering data into the JJIS. The Department will provide training.
- 3) Motivational Interviewing Training for a minimum of two staff conducting Prevention Assessment Tool interviews. The Department will provide training.
- 4) Prevention Assessment Tool (PAT) Training for a minimum of two staff completing the PAT. The Department will provide training.

The Department will coordinate all training to be provided by the Department. The Department may also assist in locating other training opportunities.

- f. The Provider is responsible for all training costs associated with this Contract. Any training to be provided by the Department or on-line in the LMS is available at no cost to the Department and shall be coordinated with the Department's Contract Manager.

- g. All staff delivering services to Department youth shall have in his/her personnel file, which is maintained by the Provider, documentation demonstrating successful completion of Department-required training, and the minimum education and professional qualifications for the applicable position. Documentation of the completion of minimum training topics, with the number of hours earned, shall be maintained in each employee's personnel file and updated on a yearly basis. Copies shall be provided upon request of the Department's Contract Manager or Monitor.

4. Changes in Staffing

The Provider shall provide a written request 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 Department's Regional Director of Probation and the CPO, with a copy to the Department's Contract Manager.

C. Service Location/Times

The Nassau County SWEAT Program Administrative Office is located at 96135 Nassau Place, Suite 2, Yulee, Florida 32097. SWEAT events shall take place throughout the Nassau County community as scheduled by the SWEAT Program to allow youth to complete court ordered sanctions for community service. Mentoring and tutoring, if

determined necessary, shall occur in places conducive to the youth requiring services. Changes to the times of services and services locations shall be approved by notification to the Circuit CPO at least seven days prior to the change.

D. Property

No property furnished or purchased with Contract funds is required for the delivery of services defined under the terms of this Contract.

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 invoice. In months where the Provider did not complete services for new youth, an invoice is not required.

A. Service Units/Deliverables

The service units/deliverables under this Contract are as follows:

1. Mentoring services for referred Community At-Risk, Probation, and CR youth as referred by the court. Mentoring shall be provided in half-hour (thirty [30] minutes) segments and shall be documented by a sign-in log indicating the first initial and last name of the youth tutored at each session, and the start time and end time of each session with a printed name and signature by the individual offering the mentoring.
2. Tutoring/Academic Assistance services for referred Community At-Risk and Probation and CR youth as referred by the court. Mentoring shall be provided in half-hour (thirty [30] minutes) segments and shall be documented by a sign-in log indicating the first initial and last name of the youth tutored at each session, and the start time and end time of each session with the printed name and signature of the individual offering the tutoring.
3. SWEAT Community Workday Events, which shall occur as scheduled by the Program. Documentation for SWEAT Events shall be an event sign-in sheet that includes the date of community workday event, the location of the event, the number of hours worked (start and end), printed name and signature of the Provider staff supervising the event and list of participants with youth's signatures and sign-in and sign-out times.

V. REPORTING

A. Contract Management

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
Denise C. May	Jarmecile Taylor
96135 Nassau Place	2737 Centerview Drive
Yulee, Florida 32097	Tallahassee, FL 32399
Telephone: (904) 530-6100	Telephone: 850-717-2785
Email: DMay@nassaucountyfl.com	Email: Jarmecile.Taylor@dj.state.fl.us

B. Reports

The Provider shall submit written reports with all required documentation within the time frames listed in the chart below to become eligible for payment and shall submit the progress or performance reports throughout the term of this Contract as follows:

1. 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.

The Department may adjust (reduce) any subsequent invoice upon finding that services cannot be verified for a given month. In addition, the Department reserves the right to withhold any payment, or prorate any payment, if the Provider fails to perform any task or other activity required by this Contract in accordance with the terms and conditions of this Contract.

2. Youth Census Report

A complete list of youth who were attending the Provider's program, as required under the terms and conditions of this Contract during the service period detailed on the invoice, shall be furnished. At a minimum, the Census Report shall include the youth's last name and initial of first name, juvenile justice identification number, date of service, and the service required by this 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 for Probation Conditional Release Youth and the Prevention Web for Community At-Risk Youth. The Provider must redact confidential identifying information from any hardcopies submitted to the Department and password protect any electronic files.

3. SWEAT Projects Report

A report that has a complete list of all SWEAT events that have occurred that include the event sign-in sheet which shall include the date of the community workday event, the location of the event, the number of hours worked (start and end), name of Provider's staff supervising the event and list of both Community at-risk and Probation/CR participants with youth signatures and sign-in and sign-out times.

4. Mentoring and Tutoring Sign-In Logs

The Provider shall submit sign-in logs indicating the name of the youth tutored at each session, and the start time and end time of each session signed by the individual providing the mentoring and/or tutoring.

5. 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 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.

6. Subcontract(s)

A copy of all subcontracted agreements entered into by the Provider and a subcontractor for services required of the Provider via this Contract, shall be submitted to the Department in advance for review. A signed copy of the subcontract reviewed by the Department shall be provided to the Department's contract manager prior to the delivery of service to Department youth and payment to the subcontractor.

7. 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.

8. Staff Hire Report

The Provider shall provide 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 this Contract, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report. The Provider shall use the Department required exhibit form for the staff hire report submission. A copy can be found at <http://www.djj.state.fl.us/partners/contract-management>.

9. 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. The format of this report can be determined by the Department's Contract Manager. A position shall not be deemed vacant when an employee is temporarily absent due to paid vacation, paid sick leave, management and professional conferences, in-service training, or other temporary leave conditions. Furthermore, a position shall be deemed not to be vacant if filled through the use of contracted services or temporary employees. A copy of the Staff Vacancy Report Can be found at <http://www.djj.state.fl.us/partners/contract-management>.

10. Staff Training Plan

The Provider shall provide a training plan to incorporate at a minimum pre-service and in-service training as outlined in Rule 63H, F.A.C. Training plans will be approved by the SD&T to ensure compliance with Rule 63H, F.A.C. If applicable, the plan should also include any specialized training outlined in this Contract. A training plan must be submitted at the onset of this Contract as well as annually each January. The Provider shall use the Department's Training Plan template to develop its plan. A copy of the template can be found at <http://www.djj.state.fl.us/partners/contract-management>.

11. 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.

12. Minority Business Enterprise (MBE) Utilization Report

The Provider shall submit to the Department's Contract Manager, along with each monthly invoice, the 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.

13. Ad Hoc Reports

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

14. Monthly Revenue and Costs Report

The Provider shall submit a detailed Monthly Revenue and Costs Report of all revenues and costs of Department Contract funds, which shall be submitted within thirty (30) calendar days following the end of the month in which services were rendered. The Report shall include a detailed listing of revenues and costs by category (e.g. salary, travel, expenses, revenue, etc.). The report shall include but not be limited to payee names, dates, amounts, and identifying check, document, or journal entry number. For staff salaries, the Monthly Revenue and Costs Report shall also include staff name, position title, and percentage of time charged to this Contract or agree to the Staff Report that indicates the staff name, position title, and percentage of time charged to this Contract. A sample Report is provided at the following website: <http://www.djj.state.fl.us/partners/forms-library/contracts>.

The Provider shall maintain supporting documentation for all revenues and costs. The Provider shall be required to submit supporting documentation for any and all revenues and/or costs within the timeframe mutually agreed upon between the Department and the Provider. Supporting documentation shall include but not be limited to copies of cashed checks, evidence of receipts, or bank statements, etc. The minimum requirements for the Salaries Category are a payroll register showing gross salary charges, fringe benefits, other deductions and net pay. When employees are paid on an hourly basis, documentation reflecting the number of hours worked multiplied by the hourly rate of pay will be acceptable and shall clearly reflect the dates the employee worked.

The Monthly Revenue and Costs Report and any and all requested supporting documentation submitted later than the required due date, shall result in a major monitoring deficiency until a properly completed Monthly Revenue and Costs

Report with all its supporting documentation is received and accepted by the Department's Contract Manager.

15. State of Florida, Executive Order (EO) 20-44 Annual Report

The Provider shall submit the State of Florida, EO 20-44 Annual Report upon request by the Department by the required due date. The EO 20-44 Annual Report requires submittal of the most recent IRS Form(s) or other source documentation and the total compensation for the Provider's executive leadership team.

REPORT LIST	FREQUENCY	DUE DATE	DUE TO DEPARTMENT
Invoice	Monthly	Within 30 calendar days following the end of the month for which services were rendered.	Contract Manager
Youth Census Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
SWEAT Projects Report	Monthly with Invoice	To be submitted with the invoice	Contract Manager
Mentoring and Tutoring Sign-In Logs	Monthly with Invoice	10 th business day of the following reporting month (with invoice)	Contract Manager
Proof of Insurance	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Subcontract(s)	Prior to the delivery of services	Prior to the delivery of services	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and annually at renewal thereafter	Contract Manager
Staff Hire Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
Staff Vacancy Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
Staff Training Plan	Prior to the execution of this contract; annually	Prior to the execution of this Contract and by January 31 st (annually)	Contract Manager
COOP	Annually	Prior to the delivery of services and February 1 st (annually)	Contract Manager
MBE Utilization Report	Monthly	To be submitted with the monthly invoice.	Contract Manager
Ad Hoc Reports	Upon Request	As Requested by the Department's Contract Manager or Designee	Contract Manager

Monthly Revenue and Costs Report	Monthly	Within thirty (30) calendar days following the end of the month in which services were rendered	Contract Manager
State of Florida, EO 20-44 Annual Report	Annually, Upon Request	As Requested by the Department's Contract Manager or Designee	Contract Manager

C. Report Receipt and Documentation

The Provider shall submit written reports with all required documentation within the timeframes listed above to the correct individuals to become eligible for payment. 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 Department's Contract Manager will approve or reject deliverables and reports.

VI. **PERFORMANCE MEASURES/EVALUATION**

Listed below are key Performance Measures (Outcomes), 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 measure and standards (level of performance) are met. The Provider's performance data shall be collected, beginning the second month after which service has been fully implemented. The Department will determine the Provider's outcome standard annually.

A. Performance Measures for Probation and Conditional Release Youth

1. **GOAL:** 100% of youth released from the program will not receive Offense During Service (ODS).

MEASURE: This percentage is calculated by dividing the number of youths that did not receive ODS by the total number of youths released. ODS is defined as any new law offense that occurred during placement and resulted in adjudication or adjudication withheld. The Comprehensive Accountability Report (CAR) includes the percentage of youth that did received ODS, therefore this measure is the reverse of what is published in the CAR.

MINIMUM STANDARD LEVEL OF PERFORMANCE: The percentage of youth released from the program that shall not receive ODS shall be at or above the last CAR report of similarly classified services (greater or lesser depending on the measure).

2. **GOAL:** 100% of youth will not recidivate within one year of program completion.
MEASURE: This percentage is calculated by dividing the number of youths that did not recidivate by the total number of youths that completed program services. Recidivism is defined as an offense that occurs within twelve (12) months of program completion that results in an adjudication, adjudication withheld, or an adult conviction for any new violation of law. The CAR includes the percentage of program completions that did recidivate, so therefore this measure is the reverse of what is published in the CAR.

MINIMUM STANDARD LEVEL OF PERFORMANCE: The percentage of youth that shall not recidivate within one (1) year of program completion shall be at or above the last CAR report of similarly classified services (greater or lesser depending on the measure).

B. Performance Evaluation

1. The Provider, throughout the term of this Contract, shall document compliance with required service tasks, performance and evaluation data, and provide documentation of such data for inspection upon request.
2. The Provider is required to collect and report to the Department the following data for evaluation purposes:

- a. Demographic information of youth served: Name, date of birth, race, sex, Social Security Number, date of admission, and date of release.
 - b. Identification of youth by status: At-Risk, Probation, Conditional Release
 - c. Behavior characteristics of youth admitted to the program.
 - d. Types of services provided (Mentoring/Tutoring/SWEAT Events)
3. The Provider is required to maintain data on a monthly basis in each individual participant file and shall enter data into JJIS as required.
4. The Provider shall participate in the annual CAR data verification project for a period of two years following the completion of the current Contract year.
5. The Department will conduct outcome evaluations and recidivism studies concentrating on the re-offending and re-adjudication of juveniles who complete the program for one State fiscal year after the youth is released from the program.
6. These evaluations and studies will consider the content of the program, its components and the duration of the program. The results may be used in the rating of the program for any future funding.
7. The Provider shall complete all necessary close-out procedures for JJIS/Prevention Web once the youth has completed program services.

**ATTACHMENT II
DEPARTMENT OF JUVENILE JUSTICE
FLORIDA SINGLE AUDIT ACT
CHECKLIST FOR COMPLIANCE WITH FEDERAL AND DEPARTMENTAL AUDIT REQUIREMENTS
PART I AND/OR II APPLIES**

NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO: <https://apps.fldfs.com/fsaa/links.aspx>

The administration of resources awarded by the Department of Juvenile Justice to the recipient/subrecipient may be subject to audits and/or monitoring by the Department of Juvenile Justice, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Juvenile Justice staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient/subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Juvenile Justice. In the event the Department of Juvenile Justice determines that a limited scope audit of the recipient/subrecipient is appropriate, the recipient/subrecipient agrees to comply with any additional instructions provided by Department of Juvenile Justice staff to the recipient/subrecipient regarding such audit. The recipient/subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient/subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient/subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department of Juvenile Justice by this agreement. In determining the federal awards expended in its fiscal year, the recipient/subrecipient shall consider all sources of federal awards, including federal resources received from the Department of Juvenile Justice. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient/subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient/subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient/subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient/subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient/subrecipient resources obtained from other than federal entities).

Part II: State Funded

Note: This part is applicable if the recipient/subrecipient is a nonstate entity as defined by subsection 215.97(2), F.S.

1. In the event that the recipient/subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient/subrecipient (for fiscal years ending June 30, 2017, or thereafter), the recipient/subrecipient must have a state single or project-specific

Contract # 10813

audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Juvenile Justice by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient/subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Juvenile Justice, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient/subrecipient shall ensure that the audit complies with the requirements of subsection 215.97(8), F.S. This includes submission of a financial reporting package as defined by subsection 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient/subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient/subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's/subrecipient's resources obtained from other than state entities).

Part III: Other Audit Requirements

Pursuant to paragraph 215.97(8)(n), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State-awarding agency will arrange for funding the full cost of such additional audits.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient/subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient/subrecipient **directly** to each of the following:

- a. The Department of Juvenile Justice at each of the following addresses:

Inspector General
2737 Centerview Drive
Knight Building, Suite 3400
Tallahassee, FL 32399-3100

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

Contract # 10813

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient/subrecipient **directly** to:

The Department of Juvenile Justice at each of the following addresses:

Inspector General
2737 Centerview Drive
Knight Building, Suite 3400
Tallahassee, FL 32399-3100

4. Any reports, management letters, or other information required to be submitted to the Department of Juvenile Justice pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients/subrecipients, when submitting financial reporting packages to the Department of Juvenile Justice for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient/subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of Juvenile Justice, or its designee, the CFO, or Auditor General access to such records upon request. The recipient/subrecipient shall ensure that audit working papers are made available to the Department of Juvenile Justice, or its designee, the CFO, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of Juvenile Justice.

Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

Contract # 10813

FSAA EXHIBIT 1**Federal Resources Awarded to the Recipient/Subrecipient Pursuant to this Agreement Consist of the Following:**

Note: If the resources awarded to the recipient/subrecipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.

1. Federal Program A:

N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Note: If the resources awarded to the recipient/subrecipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below.

1. Federal Program A:

N/A

Note: Instead of listing the specific compliance requirements as shown above, the state awarding agency may elect to use language that requires the recipient/subrecipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program A, the language may state that the recipient/subrecipient must comply with specific laws, rules, regulations, etc., that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The state awarding agency, if practical, may want to attach a copy of the specific laws, rules, regulations, etc., referenced.

State Resources Awarded to the Recipient/Subrecipient Pursuant to this Agreement Consist of the Following:**Matching Resources for Federal Programs:**

Note: If the resources awarded to the recipient/subrecipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

1. Federal Program A:

N/A

Subject to Section 215.97, F.S.:

Note: If the resources awarded to the recipient/subrecipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

1. State Project A:

Department of Juvenile Justice, Delinquency Prevention, CSFA # 80.029. The amount of the Agreement is \$110,000.00.

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

Note: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of Juvenile Justice for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

Note: 2 CFR §200.513 and subsection 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the recipient/subrecipient.