

CONTRACT BETWEEN
FLORIDA NETWORK OF YOUTH AND FAMILY SERVICES, INC.

AND

PROVIDER NAME

THIS CONTRACT is entered into between the **FLORIDA NETWORK OF YOUTH AND FAMILY SERVICES, INC. (hereinafter referred to as the "FLORIDA NETWORK")**, whose address is **2850 PABLO AVENUE, TALLAHASSEE, FLORIDA 32308**, and **PROVIDER NAME (hereinafter referred to as the "Provider ")**, whose address is, **PROVIDER ADDRESS**, provide the delivery of non-residential services for Children in Need of Services and Families in Need of Services (CINS/FINS), as outlined in Chapter 984, Florida Statutes (F.S.).

In consideration of the mutual benefits to be derived from performance under this Contract, the Florida Network 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 Florida Network'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 Florida Network 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) 717-2597, THE EMAIL ADDRESS IS PublicRecordsReq@fldjj.gov 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 Florida Network and Department of Juvenile Justice.
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 Florida Network and Department of Juvenile Justice 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 Florida Network. 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 **July 1, 2026**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on June 30, 2030**. In the event the parties sign this Contract on different dates, the latter date shall be the effective date.
2. The Florida Network 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 Florida Network'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 Florida Network. Any costs incurred by the Provider for the renewal of this Contract shall not be charged to the Florida Network.
3. Per section 287.138(3), F.S., beginning July 1, 2025, a government entity may not extend or renew a contract with an entity listed in paragraphs 287.138(2)(a)-(c) F.S., if the contract would give such entity access to an individual's personal identifying information. Per paragraph 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 paragraphs 287.138(2)(a)-(c) F.S.

B. Method of Payment

This is a fixed price (unit cost) Contract. The Florida Network shall pay the Provider for the delivery of service units provided in accordance with the terms of 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 Florida Network and 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 Florida Network is only responsible for payments as specified below.

1. Contract Amount

Total compensation for Children in Need of Services/Families in Need of Services (CINS/FINS) services shall not exceed **\$XXX,XXX.XX**.

The Florida Network will pay the Provider on a fixed price basis for services, as per the table below. Payments will be made in arrears upon receipt of a properly itemized invoice for the months of July through June of each year.

Deliverable	Units	Unit of Measure	Rate	Annual Amount
Filled Non-Residential Case	000	Case rate	\$2,010.79	\$XXX,XXX.XX

2. Payment and Submission of the Final Invoice

The Provider shall submit the final invoice for payment to the Florida Network 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 Florida Network 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 Florida Network -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 Florida Network has the option to modify this Contract in the event the Florida Network'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 Florida Network 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 Florida Network, 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 Florida Network 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 Florida Network shall be without prejudice to any of the Florida Network's rights or remedies under this Contract, at law, or in equity. All sums paid by the Florida Network t, including indirect costs incurred by the Florida Network 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 Florida Network 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 Florida Network will provide written notice after the fact to advise the Provider of why the decision was made and any amount due to the Florida Network from the Provider.

Pursuant to Chief Financial Officer Memorandum #4, 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 Florida Network 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 Florida Network

7. Staff Training Costs

- a. All costs occurring from, or associated with, Florida Network and Department-required training necessary for performance under this Contract or otherwise required by federal or state law, rule, or Florida Network and Department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider. Therefore, all training costs are included in the total cost of the services requested. The Florida Network 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 Florida Network Learning Management System (LMS) as well as the Department's (LMS) 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 Florida Network and 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

Indemnification

- A. Pursuant to paragraph 768.28(11)(a), F.S., the Provider agrees it and any of its employees, agents or subcontractors are agents and not employees of the State while acting within the scope of their duties and responsibilities to be performed under this Contract. The Provider further agrees to indemnify the Florida Network and Department, upon notice of any liabilities caused by the Provider or its employees' or agents' negligent or tortious acts or omissions within the scope of their employment under this Contract up to the limits of sovereign immunity as set forth in Florida law. The Provider further agrees to defend the Florida Network and Department and hold it harmless upon receipt of the Florida Network and Department's notice of claim of indemnification to the Provider against all claims, suits, judgments, damages, or liabilities, including court costs and attorneys' fees incurred by the Florida Network and Department because of the negligent or tortious acts of the Provider or its employees, agents or subcontractors. In the event of claims combining indemnifiable and non-indemnifiable allegations, the Provider shall provide costs of defense but remains obligated to pay only those damages assessed as the result of acts or omissions of the Provider.
- 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. Florida Network Convenience
The Florida Network may terminate this Contract, in whole or in part, without cause, for its convenience, and without additional cost to the Florida Network, 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 Florida Network, 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 Florida Network's Contract Manager via the United States Post Office or delivery service that provides verification of delivery or hand delivery.

C. Default

The Florida Network may terminate this Contract, in whole or in part, for default, pursuant to the provisions of section 287.1351, F.S., upon written notice to the Provider. If applicable, the Florida Network may employ the default provisions in section 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 Florida Network'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 Florida Network 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:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel.
 - b. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, F.S.
 - c. Engaged in business operations in or with Cuba or Syria, pursuant to section 287.135, F.S.
 - d. Engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela, pursuant to paragraph 215.472(3)(a), F.S.20
 - e. Engaged in business operations with Cuba, the government of Cuba or any company doing business in or with Cuba, pursuant to subsection 215.472(1), F.S.
2. Pursuant to paragraph 287.135(3)(a), F.S., the Provider agrees the Florida Network may immediately terminate this Contract for cause if the company is found to have submitted a false certification as provided under subsection 287.135(5), F.S.; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or has been engaged in business operations in Cuba or Syria; or pursuant to paragraph 215.472(3)(a), F.S., has been engaged in business operations in or with the government of Venezuela or in any company doing business in or with the government of Venezuela; or pursuant to subsection 215.472(1), F.S., has been engaged in business operations with Cuba, the government of Cuba or any company doing business in or with Cuba.
3. A company that, at the time of bidding or submitting a proposal or reply for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel; or is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, F.S.; or is engaged in business operations in Cuba or Syria; or is engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela; or is engaged in business operations with Cuba, the government of Cuba or any company doing business in or with Cuba is ineligible for, and may not bid on, submit a proposal or reply for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

VI. FINANCIAL 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 Florida Network an audit in accordance with the requirements of the Florida Single Audit Act (Attachment III), 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 #80.005**. 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.

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 Florida Network and Provider staff. Upon expiration of this Contract, the Provider shall return all youth records to the Florida Network. 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 Florida Network. 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 Florida Network, 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 Florida Network, or its designee, Department of Financial Services, 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 Florida Network.

B. Transfer of Records

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

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 Florida Network'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 Florida Network will monitor and evaluate the services provided under this Contract in accordance with all Florida network and

- 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 Florida Network and Department policies or procedure that may affect the services provided under this Contract unless the Florida Network 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 Florida Network 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 Florida Network and Department policies and procedures shall be effective only if reduced to writing by the Florida Network and shall be maintained in the Florida Network's 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 Florida Network 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 Florida Network 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 Florida Network and 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 Florida Network and 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 Florida Network and 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 Florida Network's Contract Manager. Approval by the Florida Network of assignments or subcontracts shall not provide for the Florida Network incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Florida Network 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 Florida Network'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 Florida Network to be subcontracted, a signed copy of any subcontract for direct services shall be provided to the Florida Network's Contract Manager prior to the delivery of services to 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 Florida Network, 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 *Florida Network of Youth and Family Services, Inc.* and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "Florida Network of Youth and Family Services" and "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 The Central Non-Profit Agency for the Blind or Other Severely Handicapped (RESPECT)

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a 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/central_non_profit_agency_for_the_blind_or_other_severely_handicapped_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 Florida Network.

P. Insurance

1. The Provider shall maintain, if applicable, the following types of insurance listed below during the entire period of this Contract and submit proof of maintenance to the Florida Network prior to the delivery of service, and annually thereafter. The Provider shall mail a notice to the Florida Network's Contract Manager at least 30 days prior to any material changes in the provisions or cancellation of the policy.

- a. Commercial General Liability with a minimum limit of \$500,000.00 per occurrence and \$1,000,000.00 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury, advertising liability, and medical payments.
- b. Automobile Liability Insurance shall be required and shall provide bodily injury and property damage liability covering the operation of all vehicles

used in conjunction with performance of this Contract, including hired and non-owned liability coverage:

- 1) With a minimum limit for bodily injury of \$250,000.00 per person.
 - 2) With a minimum limit for bodily injury of \$500,000.00 per accident.
 - 3) With a minimum limit for property damage of \$100,000.00 per accident.
 - 4) With a minimum limit for medical payments of \$10,000.00 per person.
2. The Provider shall maintain Worker's Compensation and Employers' liability insurance as required by Chapter 440, F.S., with minimum employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person and \$500,000.00 policy aggregate.
 3. The Department shall maintain insurance for all Department-furnished real and personal property in Department-owned or leased facilities that are utilized by the Provider to deliver services under this Contract. For those services that are not delivered in Department-owned or leased facilities, the Provider shall procure and maintain "fire and extended coverage" for all property, furnishings and equipment furnished by the Department in an amount equal to its full insurable replacement value. The Department shall be named as a loss payee on these policies.
 4. This Contract shall not limit the types of insurance the Provider may choose to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under this Contract.
 5. All insurance shall be in effect before the Provider commences services under this Contract or takes possession of Department-furnished property. The Provider shall deliver all Certificates of Insurance to the Florida Network before the Florida Network provides any funds. A Florida-regulated insurance company or an eligible surplus lines insurance carrier shall write all insurance. The Certificates shall be completed and signed by authorized Florida Resident Insurance Agents or Florida Licensed Nonresident Insurance Agents and delivered to the Florida Network's Contract Manager. All certificates shall be dated and contain:
 - a. The name of the Provider, the program name, the name of the insurer, the name of the policy, its effective date, and its termination date.
 - b. The State of Florida listed as an Additional Named Insured for policies of General Liability and Automotive Liability.
 - c. All coverage required in this Contract.

Q. Suspension of Work

The Florida Network 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 Florida Network 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 Florida Network 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 Florida Network and 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 Florida Network and 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 Florida Network and 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 Florida Network and Department incident reporting requirements as outlined in the Florida Network and 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 Florida Network and 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 Florida Network and 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 Florida Network as well as the Department's background screening policy (FDJJ 1800, Revised 1/30/18). Failure to comply with the Florida Network and 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 Florida Network 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 Florida Network's Quality Improvement standards.
2. A Provider failing a Quality Improvement Review shall cause the Florida Network to conduct a second Quality Improvement Review within six months. Failure of the second Quality Improvement Review shall cause the Florida Network to terminate the Provider's Contract, unless the Florida Network determines there are documented significant extenuating circumstances. In addition, if the Provider's Contract is terminated, the Florida Network 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 Florida Network and 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 Florida Network and the Provider and documented in writing through the execution of a contract amendment.
4. The Provider shall provide qualified staff to participate in on-site Quality Improvement Reviews in another judicial circuit on an annual (calendar year) basis, consistent with Florida Network Policies and Procedures. 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 Florida Network, and have completed the Florida Network'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 Florida Network 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 Florida Network and Department policies and procedures in accordance with FDJJ Policy 2000 (Revised 1/31/19). The Provider shall permit persons duly authorized by the Florida Network 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 Florida Network deems appropriate. Following such inspection, the Florida Network 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 Florida Network within the specified period of time set forth in the Florida Network's Monitoring Report. The Provider's failure to correct these deficiencies within the time specified by the Florida Network 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 Florida Network and Department by law.
 - *\$500 = Financial Consequence. Imposition of consequences shall be per deficiency per day.*
3. Upon the Florida Network'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 Florida Network's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Florida Network'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. The Provider shall comply with all Pursuant to sections 985.04 and 984.06, 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 Florida Network, State and the Department in the 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 Florida Network, 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 Florida

Network, 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 Florida Network'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 Florida Network's Chief Operating Officer or designee 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 Florida Network 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 Florida Network or Department upon expiration of this Contract. The property shall be returned in a condition which allows for re-use of equipment. The Florida Network or 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 acting on behalf of the Florida Network and 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 Florida Network and the Department's information, applications, data, resources, and services. When applicable, as determined by the Florida Network and the Department's Bureau of Information Technology, network connection agreements for third-party network connections shall be submitted to the Florida Network and Department for approval prior to connection to the Florida Network and/or Department's internal network.

AB. Information Resource Request

All Florida Network and 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 Florida Network's Contract Manager, along with the Department's assigned 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 Staff Verification System (SVS) computer applications during the term of this Contract.

AD. Substitution of Work Experience

Pursuant to subsection 287.057(28), F.S., the Provider may substitute verifiable, related work experience in lieu of postsecondary education requirements for contractual services pursuant to section 112.219, F.S., if the Provider staff is otherwise qualified for the position. For Provider staff who are seeking to substitute work experience, a waiver or an exempt request shall be submitted to the Florida Network for approval prior to hiring. Providers requesting to substitute work experience for Provider or subcontracted staff must submit a waiver or exemption request to the Florida Network for approval prior to any staff working in a position(s) for which the Provider is requesting a substitution of work experience.

AE. Equal Opportunity

The Florida Network and Department is committed to equal opportunity in its hiring, rejecting discrimination in all its forms. The Florida Network and Department, and its providers and subcontractors will strictly adhere to section 760.10, F.S., so that staff and the public may be assured that employment decisions are based on merit and not upon considerations of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status, except for the rare instances where all but race and color may be deemed a bona fide occupational qualification under subsection (9). Nor shall the Florida Network, Department, its providers or subcontractors encourage or condone discrimination based upon race, color, national origin, or sex.

All curricula and treatment resources must comply with paragraph 1000.05(4)(a) and subsection 1003.42(3), F.S. Youth training and instruction must consistently adhere to the concepts in these statutes, whether given inside or outside the classroom. Programming must not espouse, promote, advance, inculcate, or compel the belief that members of one race, color, national origin, or sex are morally superior to members of another race, color, national origin, or sex. Nor shall curricula or treatment resources convey that a person by virtue of his or her race, color, national origin, or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously. Providers' programming, along with that of their subcontractors and other associated entities, must reflect a corporate culture that does not discriminate against or adversely treat a person based on his or her race, color, national origin, or sex in an effort to produce diversity, equity, or inclusion.

AF. United States (US) – Produced Iron and Steel in Public Works Project

1. Public Works Project

An activity paid for with any state-appropriated funds or state funds administered by a governmental entity which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation or other facility, project or portion thereof owned in whole or in part by any government entity.

2. US – Produced Iron and Steel Requirement

Any iron or steel product permanently incorporated into the project be produced in the United States.

a. Exceptions

- 1) If the US – produced iron/steel is not available in sufficient quantities, not reasonably available or of satisfactory quality.
- 2) If the total cost would be increased by more than 20% to use the US iron/steel.
- 3) If compliance with the law would be inconsistent with the public's interest.

b. Foreign iron/steel can be used if:

- 1) The cost does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater. Cost is the value of the iron/steel as they are delivered.
- 2) The materials are incidental or ancillary to the primary product and not separately identified in project specs.
- c. Exempt components are electrical components, equipment, systems, appurtenances including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

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: Mental Health Services
- Attachment III: 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

FLORIDA NETWORK OF YOUTH AND FAMILY SERVICES, INC.

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

The Provider shall deliver non-residential services for to Children in Need of Services and Families in Need of Services (CINS/FINS) as outlined in Chapter 984, Florida Statutes (F.S.).

1. The Provider shall provide counseling or refer for appropriate intervention and treatment for children with personal or family related mental health or substance abuse problems as described in **Attachment II**.

B. General Services to be Provided

The Provider's services shall include, but not be limited to: Outreach, Screening and Referral, Assessment, Service Planning, Case Management, Temporary Shelter, Counseling, Case Staffing Committee and Adjudication Services, and coordination of Physically Secure Shelter Services.

C. Authority for Specific Program Service(s)

Authority for specific contracted program services is found in Chapter 984, F.S., and gives the Department of Juvenile Justice (the Department or DJJ) 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 and to provide critically needed alternatives to institutionalization and deep-end commitment; provide well trained personnel, high-quality services, and cost effective programs within the juvenile justice system.

D. Major Goal(s) of Services

The goals of these services include:

1. Providing effective methods of preventing and reducing acts of delinquency, with a focus on maintaining and strengthening the family as a whole so that children may remain in their homes or communities.
2. Providing effective programs to prevent delinquency, to divert children from the traditional juvenile justice system, to intervene at an early stage of delinquency, and to provide critically needed alternatives which will support a safe environment and provide youth and their families' positive alternatives for delinquent behavior.
3. Providing well-trained personnel, high-quality services, and cost-effective programs within the juvenile justice system.
4. Increasing the capacity of local governments and public and private agencies to conduct rehabilitative treatment programs and to provide research, evaluation, and training services for juvenile delinquency prevention, as found in subsection 984.02(3), F.S.

E. Definitions

1. Assessment

A multi-method, multi-dimensional process in which professional expertise and skills are exercised to gather and analyze information.

2. Case Management

Service coordination on behalf of clients which includes information gathering; supportive linking; advocating, coordinating and monitoring services; case review and termination with appropriate referral when the agency's direct services are no longer needed.

3. Case Staffing Committee

A statutorily mandated committee coordinated by the local contracted Full-Service CINS/FINS agencies that develops a treatment plan for habitual truancy, ungovernable, and runaway youth when all other services have been exhausted or upon written request from the parent(s)/guardian(s).

4. Centralized Intake

Service designed to provide youth and their families with the least restrictive services that are responsive and individualized to best meet youth and family

needs. Centralized intake services from residential local service providers shall be accessible 24 hours a day, seven days a week, 365 days a year to eligible youth and their families.

5. "Child" or "juvenile" or "youth"
Any unmarried person under the age of 18 who has not been emancipated by order of the court.
6. Children In Need of Services (CINS)
A child for whom there is no pending investigation at the time of referral into an allegation or suspicion of abuse, neglect, or abandonment; there is no pending petition filed with the court alleging the child is delinquent; or no current court-ordered supervision by the Department for delinquency under Chapter 985, F.S., or court-ordered supervision by the Department of Children and Families (DCF) under Chapter 39, F.S. The child must also be found by the court:
 - a. To have persistently run away from the child's parents, legal guardians, or custodians despite reasonable efforts of the child, the parents, legal guardians or custodians, and appropriate agencies to remedy the condition contributing to the behavior.
 - b. To be a habitual truant from school, while subject to compulsory school attendance, despite reasonable efforts to remedy the situation pursuant to sections 1003.26 and 1003.27, F.S., and offered by the Department or its authorized agent.
 - c. To be ungovernable by having persistently disobeyed the reasonable and lawful demands of the child's parents, legal guardians or custodians, and to be beyond their control despite the child having the mental and physical capacity to understand and obey the lawful rules and demands, and despite efforts by the child's parents, legal guardians or custodians, and appropriate agencies to remedy the conditions contributing to the behavior.
7. Counseling Services
Counseling services, including but not limited to, crisis intervention, individual, group and/or family counseling, provided to CINS/FINS clients in their home, a community location, or in an agency/shelter setting.
8. Criminogenic Needs
Critical factors identified during the assessment process.
9. Evidence-based Practice
Treatment and practices which have been independently evaluated and found to reduce the likelihood of recidivism or at least two criminogenic needs, with a juvenile offending population. These interventions have been evaluated to the highest degree, often using the "gold standard" of random assignment. The evaluation must have used sound methodology, including, but not limited to, random assignment or use of methodologically sound control groups, valid and reliable measures, low attrition, and appropriate analysis. Such studies shall provide evidence of statistically significant positive effects of adequate size and duration. In addition, there must be evidence that replication by different implementation teams at different sites is possible with similar positive outcomes. The effect of the intervention must have been statistically significant and must have lasted for an adequate time period (at least one year for recidivism).
10. Exigent Circumstances
Situations in which the youth's parent, legal guardian, or custodian are unable or unwilling to assume immediate responsibility for the youth, or the whereabouts of the parent, legal guardian, or custodian cannot be immediately ascertained.
11. Families In Need of Services (FINS)
A family that has a child for whom there is no court-ordered supervision by the Department for delinquency or the DCF for dependency. The child must also have been referred to a contracted provider for:
 - a. Running away from parents or legal guardian or custodian.
 - b. Ungovernable and persistently disobeying the reasonable and lawful

- demands of parents or legal guardian or custodian and is beyond their control.
- c. Habitual truancy from school.
 - d. Engaging in other serious behaviors that place the child at risk of future abuse, neglect or abandonment or at risk of entering the juvenile justice system.
12. Individualized Services
Services delivered in accordance with strengths and needs identified, both by the youth and through valid professional assessments, and guided by an individualized service plan and individualized treatment plan. The service needed should be provided at the specific level, intensity and duration needed by the individual family.
 13. Juvenile Probation Officer (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.
 14. Local Service Provider
The local agency that provides direct services and case management to CINS/FINS youth and their families
 15. Mental Health Services
Assessment, diagnosis, treatment or counseling to assist an individual, group, or family in alleviating mental or emotional illness, symptoms, conditions, or disorders provided by a licensed mental health professional or a non-licensed mental health clinician working under the direction of a licensed mental health professional in accord with Florida Statutes.
 16. NetMIS
The Florida Network's Management Information System (NetMIS) is where all outreach, youth, and service-related data is entered and stored. Reports and invoices are also available via NetMIS.
 17. New/Unduplicated Program Participant
A New/Unduplicated program participant is a youth who has gone through the program intake process, been admitted/enrolled/accepted (terminology may vary) for program services and is receiving services tasks as defined by this Contract.
 18. NIRVANA
Network Inventory of Risk Victories And Needs Assessment (NIRVANA) is a trauma-informed, strengths-based assessment that identifies risk and protective factors of the youth and families served within the Florida Network's continuum of services. The assessment aims to demonstrate change over time with the goal of decreasing dynamic risk and increasing protective factors.
 19. Outcome
A measure of the quantified result, impact, or benefit of program tasks on the clients, customers, or users of the services.
 20. Physically Secure Shelter Services
Physically secure settings for the court-ordered placement of adjudicated children in need of services who meet the following criteria:
 - a. Failed to appear for placement in shelter for up to 90 days under section 984.225, F.S.
 - b. Failed to comply with any other provision of a valid court order relating to such placement and as a result of such failure has been found to be in direct or indirect contempt of court.
 - c. Run away from a shelter following placement under section 984.225, F.S..
 21. Practices with Demonstrated Effectiveness

Practices based on general principles, strategies, and modalities reported in criminological, psychological, or other social science research as being effective with a juvenile population as evidenced by empirical support. The specific interventions may not have been evaluated. For an intervention to be deemed a practice with demonstrated effectiveness, the empirical research must have shown that practices that contain similar components or similar principles have shown reductions of the program participants versus the comparison group(s) in at least one criminogenic need. These practices should be outlined in a format that ensures consistent delivery by the facilitator across multiple groups.

22. Prevention

Efforts that support youth who are “at-risk” of becoming involved in delinquent behavior and help prevent a juvenile from entering the juvenile justice system as delinquent. Prevention includes programs, strategies, initiatives, and networks designed to keep children from making initial or further contact with the juvenile justice system and includes social services and other supportive services for the purpose of averting the removal of the child from the home or result in placing the child under dependency supervision. Prevention as used herein encompasses the definitions under subsections 984.03(29) and 985.03(40).

23. Promising Practices

Interventions and treatments which have been evaluated and found to reduce the likelihood of recidivism or at least one criminogenic need with a juvenile offending population. These delinquency interventions have a significant amount of empirical support. The evaluation must have used sound methodology, including, but not limited to, random assignment or quasi-experimental design, use of control or comparison groups, valid and reliable measures, and appropriate analysis. Such studies shall provide evidence of statistically significant positive effects. In addition, there must be evidence that replication by different implementation teams at different sites is possible with similar positive outcomes.

24. Referral

Directing the child and family to the appropriate services based upon the service plan. CINS/FINS agencies have interagency agreements in place with community-based service providers to ensure referred clients have access to desired services.

25. Screening

The action of gathering information from a referral source (e.g., parent, child, law enforcement, etc.) to assess presenting problems and needs in order to facilitate further services.

26. Service Documentation

Each service provided shall be documented in NetMIS and shall contain the name of youth or family member served, the date of service, type of service (individual, group, family) rendered and name of therapist/counselor providing the service. This service documentation shall be maintained by each local service provider and monitored during the annual Quality Improvement review. Electronic documentation will be collected in NetMIS and available upon request.

27. Service Plan

A written document developed with youth and parent(s) that identify needs, measurable goals and outcomes, proposed actions, and time frames for completion of actions.

28. Sex-Specific Services

Sex-Specific Services address the unique needs of both boys and girls. This includes the identification of risk and protective factors that hinder pro-social and responsible decision-making, and skills competencies that promote responsible male/female behavior. Sex-specific services may include parenting; health education classes; and communication techniques utilizing an evidence-based approach specific to boys/girls.

29. Shelter Services

Short-term service providing crisis intervention, shelter, food, clothing, case management, and counseling. CINS/FINS shelter services are available 24 hours

a day and every day of the year. Short-term support and services may include temporary shelter for the child, counseling or the provision or procurement of crisis intervention services or, phone calls or meetings with the child or family to stabilize the situation until more appropriate services can be obtained. Voluntary shelter placement may not exceed 35 days, except in exigent circumstances as set forth herein.

30. Subcontractor
An agreement entered into by the Provider with any other person or organization that agrees to perform any performance obligations for the Provider specifically related to securing or fulfilling the Provider's obligations to the Florida Network under the terms of this Contract.
31. Substance Abuse Services
Services designed to prevent or remediate the consequences of substance abuse, improve an individual's quality of life and self-sufficiency, and support long-term recovery. The term includes the assessment, clinical treatment, intervention, and prevention services authorized under Chapter 397, F.S.
32. System of Care
A comprehensive continuum of respite care and related services provided in a specific geographic area that incorporates the local community's priorities.
33. Trauma-Informed Care
Trauma is the experience of violence and victimization often leading to mental health and other types of co-occurring disorders. This may result from sexual abuse; physical abuse; severe neglect; loss; domestic violence, and/or the witnessing of violence; terrorism; or disaster(s). Trauma-Informed Care services are designed to determine the root cause of delinquency, and mental health/co-occurring disorders, and is based on the premise many youth in the juvenile justice system have experienced trauma(s) associated with abuse, violence, and/or fear. Trauma-Informed Care services are designed to recognize the impact of violence and victimization on development and mental health and to assist with recovery and the development of positive coping skills through clinical mental health treatment.
34. Treatment Plan
A written guide that structures the focus of a youth's short-term or ongoing treatment services in the areas of mental health, substance abuse, developmental disability, or physical health services.
35. Treatment Services
Services delivered by clinicians in accordance with a mental health, substance abuse, physical health, or developmental disability treatment plan. This includes implementation of a curriculum specifically designed to be delivered by clinicians.
36. "Truancy Court Youth" or "Truancy Court Child"
A child subject to proceedings under section 984.151, F.S., who has been referred for FINS services or who has been referred to the Case Staffing Committee for consideration of a CINS petition.
37. "Ungovernable", "Ungovernable Youth", or "Ungovernable Child"
A child who has persistently disobeyed the reasonable and lawful demands of the child's parents, legal guardians, or custodians, despite the child having the mental and physical capacity to understand and obey lawful rules and demands and is beyond their control as set forth in paragraph 984.03(7)(c) and subsection 984.03(15), F.S. The parents, legal guardians, or custodians must make reasonable efforts with assistance of the local provider or other community agencies to remedy the conditions leading to the child's behavior.

II. YOUTH TO BE SERVED

A. General Description of Youth to be Served

The Provider shall deliver CINS/FINS as outlined in Chapter 984 to youth who meet the eligibility criteria. Youth served in nonresidential services from ages six (6) to 17 at intake, male and female.

- B. Youth Eligibility
The Provider shall comply with the requirements pursuant to Chapter 984, F.S., for eligibility of youth to participate in CINS/FINS between the ages of six (6) to 17 years of age at intake. The Provider will verify program eligibility via JJIS at screening.
- C. Youth Referral/Determination
Youth may be referred to the Provider by the following to include, but not be limited to, law enforcement, state attorney's office, public defender's office, court officials or administrators, judges, parents, legal guardians, custodians, self-referral by youth, local schools, community service organizations, network of community linkages and the Department. The Florida Network shall resolve all disputes regarding the eligibility of youth to participate in the program. The Provider shall contact the Florida Network's assigned Contract Manager prior to the admission of youth whose eligibility is in dispute.
- D. Limits on Youth to be Served
1. CINS youth served must have no pending investigation for abuse, neglect or abandonment, no pending petition alleging the youth is delinquent and no current court-ordered supervision by the Department or the DCF for delinquency or dependency.
 2. FINS youth served must have no current court-ordered supervision by the Department or the DCF for delinquency or dependency. If there is a pending investigation into an allegation of abuse, neglect, or abandonment, the child may be eligible for voluntary family services as defined by subsection 984.03(40), F.S., (FINS services) if the DCF agrees to the provision of services and makes a referral. An interagency agreement between the Department and the DCF shall govern the process, which is contingent upon available funding. A child who has received a prearrest delinquency citation, or is receiving delinquency diversion services, may receive voluntary family services.
 3. The Provider shall complete all necessary close-out procedures for the Juvenile Justice Information System (JJIS)/Prevention Web once the youth has completed program services. All youth must be disenrolled from program services by their 18th birthday, unless otherwise specified in this Contract.
- E. Youth Discharge Planning
If services are not received in a 30-day period, the youth will be discharged from the program. Upon release/discharge from program services, the Provider shall complete the youth's discharge summary in NetMIS. This data will be available upon request. The Provider shall ensure the youth's release date is entered into the JJIS system. If a referral from the DCF is declined, the DCF referral source must be informed immediately.

III. SERVICES TO BE PROVIDED

- A. Service Tasks
1. Data Collection
The Provider shall be responsible for inputting, collecting and reporting data to the Florida Network via NetMIS regarding program outcomes, outputs, performance measures, demographic data of population served, and contract monitoring activities. In addition, the Provider shall ensure the protection of individual youth data and service data integrity in the computer data entry, storage and transmission process.
 2. Information Packet
The Provider shall distribute outreach materials in accordance with the provisions of section 984.071, F.S. An English, Spanish, and Creole version shall be provided.
 3. Data Reporting
The Provider shall be responsible for collecting and reporting data to the Florida Network via NetMIS which includes both youth-specific data and service-specific data. The Florida Network will report on program outputs, percentage of youth completing the program, timeliness of entry of cases into the NetMIS, percentage of youth served who meet the Florida Network's risk domain criteria as identified utilizing Network Inventory of Risks Victories And Needs Assessment (NIRVANA) assessments, the number of youth admitted for non-residential and residential services including the type of residential service (voluntary, contempt of court placement by Truancy Court, CINS

court-ordered shelter for up to 35 days, and CINS court-ordered shelter for up to 90 days, voluntary shelter placement more than 35 days and enhanced supervision, physically secure), the number of youth refused admission for residential services and reason for refusal, the number of case staffing committee meetings held, the number for CINS petitions filed, and any other factors that the Florida Network deems relevant for the evaluation of the Provider's performance.

4. Training

- a. All training costs and expenses occurring from, associated with, Florida Network and Department-required training necessary for performance under the contract or otherwise required by federal or state law, rule, or Florida Network and department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider. Therefore, all training costs are included in the total cost of the services requested. The Florida Network 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. All training costs and expenses, including travel and associated travel reimbursement, will be incurred at or below the State of Florida Government rate.
- b. The Provider shall ensure all persons employed as direct care staff, whether full or part-time, shall successfully complete all training and certification requirements in accordance with all applicable laws and rules, the Department policies and manuals and the Florida Network Policies and Procedures.
- c. The Provider shall participate in "Train-the-Trainers" sessions as applicable to enhance staff development through the training of facilitators in specific training topics as needed.
- d. The Provider shall participate in training and technical assistance activities to support coordinated data collection, data analysis, and reporting of Performance-Based Program Budgeting (PBB) outcomes and other measures regarding youth served by CINS/FINS.
- e. Provider staff training files and certifications shall be made available during the annual QI visit and upon request from the Florida Network.

5. Documents for Providers

The Provider shall maintain required forms and collect data in NetMIS, making the forms available upon request to the Florida Network. The forms include, but are not limited to:

- a. Service plan.
- b. Screening Tool.
- c. NIRVANA Assessment Tool and Suicide Risk Assessment Tool.
- d. Case management notes outline.
- e. Referral for services.
- f. Case notes.
- g. Consent for release of records.
- h. Follow up notes. (30- and 60-day follow up after case closure).

6. Linkages to Local Community Services

- a. The Provider shall identify and establish written formal agreements and informal linkages with other community-based service providers as needed to enhance services for families and children served in CINS/FINS programs for medical, educational, mental health, substance abuse and therapeutic needs.
- b. The Provider shall maintain copies of the community-based agreements and forward copies to the Florida Network to maintain.

7. Outreach Services

- a. The Provider shall work with the local offices of the Department, local offices of the DCF, local school boards, local middle and high schools, local law enforcement, the State Attorney's Office and any other

community organizations involved with youth to make the organizations aware of the services offered. The Provider shall submit a plan for Outreach outlining the involvement with the local offices of the Department of Juvenile Justice, local offices of the DCF, local school boards, local middle and high schools, local law enforcement, the State Attorney's Office and any other community organizations that are appropriate. The plan must include involvement of the local school board representative in Case Staffing Committee meetings (if applicable). The plan shall include a complete detailed timeline for all proposed activities. The implementation plan shall be submitted to the Florida Network's Contract Manager and for review and approval.

- b. The Provider shall be required to meet with local stakeholders to include school districts, judges, and law enforcement, at least twice per year, to discuss services available, determine if improvements can be made, and assure ongoing communication between the agencies. These contacts will be documented and provided during QI audits.
- c. The Florida Network will make contact with local stakeholders to assess if there is "customer satisfaction" with the Provider and if the local community's needs are being adequately addressed through CINS/FINS prevention and intervention services. These assessments will include a determination of the impact of CINS/FINS services on school truancy, as well as recommendations for system improvement.

8. Intake Screening and Referral

- a. Intake is designed to provide youth and their families with the least restrictive services that are responsive and individualized to best meet the needs of the youth and the family. The intake requirement is to be available during that facility's normal working hours.
- b. The Provider shall provide an initial screening to determine eligibility for CINS/FINS service as defined in Chapter 984, F.S., and pursuant to Rule 63C-1.002.
- c. The Provider shall refer all eligible youth and families to CINS/FINS services.
- d. The Provider shall refer all ineligible youth and families to alternate services within the community.
- e. The Provider will obtain written consent to provide services from the child's parent(s), custodian(s), or legal guardian(s). If the child's parent(s), custodian(s) or legal guardian(s) refuse to consent to services, the Provider may not offer services. If the case has been referred from Truancy Court for services, the provider will notify the Truancy Court that consent for services cannot be obtained and therefore, services cannot be provided until a consent for services is signed.

9. Assessment

- a. The Provider shall provide a face-to-face assessment for all CINS/FINS eligible youth that shall include gathering of family history and demographic information, completion of a risk and needs assessment, a family assessment measure, and other instruments.
- b. If mental health or substance abuse needs are identified by the assessment, the Provider shall refer the youth and family to an appropriate service provider and document it in NetMIS. The Provider shall ensure all referrals are documented appropriately.
- c. The Provider shall administer the NIRVANA for all CINS/FINS eligible youth to identify prevention youth's risks and needs; guide the development of intervention strategies; and assist in determining youth progress.

10. Service Plan

- a. The Provider shall develop a service plan that identifies needs, goals, proposed actions, youth and family/parental responsibilities, staff's

responsibility and time frames for completion of each action.

- b. The Provider shall develop a service plan that is signed by the youth and parent(s) and/or guardian(s). If any person refuses to sign the Service Plan, their refusal will be documented on the service plan, and services may still be offered. No child will be required to engage in services without consent of the parent, legal guardian or custodian unless court ordered.

11. Case Management

- a. The Provider shall provide case management services to all youth and families served, regardless of the type of services or intervention being provided.
- b. Case management shall include, but is not limited to:
 - 1) Establishing referral needs and coordinating referrals to services based upon the on-going assessment of the child's/family's problems and needs.
 - 2) Coordinating Service Plan implementation.
 - 3) Monitoring youth's/family's progress in services.
 - 4) Providing support for families.
 - 5) Referring youth to the Case Staffing Committee, as needed, to address the problems and needs of the child/family, if there is not substantial progress in remedying the reason for referral within six weeks of case initiation. Progress must be measured weekly and the case may be referred to the case staffing committee at any time substantial progress is not being made in remedying the reason for the service referral. The case must be referred to the case staffing committee if substantial progress is not achieved after 12 weeks of case initiation. Substantial progress will be measured by an improvement in regular, daily school attendance by 50% or better after six weeks of services or 80% or better after 12 weeks of services for a habitually truant child as shown by the child's up to date school attendance record; no episodes of running away for a persistent runaway; or the behavior report of the child's parent(s), custodian(s) or legal guardian(s) for a child referred due to ungovernability.
 - 6) Recommending and pursuing judicial intervention in selected cases to include preparation of a CINS Petition and Pre-Disposition Study.
 - 7) Preparing and accompanying the child and parent(s)/legal custodian(s) to court hearings and related appointments, if applicable.
 - 8) Continued case monitoring, preparation of Judicial Review Summaries, affidavits, updating progress to the Court, and review of court documents with the family to include court orders.

12. Follow-Up Services

- a. Follow-up services shall be provided by the Provider, which shall include coordinating service delivery to protect the safety of the child, ensuring compliance with court orders and ensuring the youth is working toward the goals established in the case plan.
- b. Follow-up services shall be provided at a minimum of 30 days and 60 days after case closure regardless of the type of services or interventions provided and logged in NetMIS accordingly.
- c. Follow up services may include reinstating supervision and providing Judicial Review Summaries after a CINS case has been closed subject to reopen if the reasons for CINS adjudication recur.
- d. After cases involving truant youth are closed, during the 30 day and 60 day follow up, if the youth remain under compulsory school attendance requirements, the Provider will be required to verify the youth's continued attendance at school. The Provider will request parental consent to obtain

school records if an interagency agreement for record sharing by the school district is not in effect. The Provider may also request the parent directly provide the school attendance records. If the Provider is unable to document school attendance, either due to the lack of an interagency record sharing agreement, or the parent's refusal to share the records or consent to release of the records, this will be documented in the file and will not be considered a violation of this requirement for purposes of quality improvement.

13. Intervention Services

- a. The Provider shall provide or arrange for the provision of intervention services to keep families intact and minimize the number of out-of-home placements, based on the service needs of the youth and family as determined by the assessment. These services shall be provided at the most appropriate location determined by the local service provider(s) that shall appropriately meet the needs of the youth or family.
- b. Services shall include but not be limited to:
 - 1) Individual, group, and family-focused counseling.
 - 2) Crisis intervention counseling.
 - 3) Parent training.
 - 4) Community-based or Provider-delivered mental health services.
 - 5) Substance abuse education.
 - 6) Substance abuse counseling or referral to community inpatient or outpatient substance counseling.
 - 7) Prevention and diversion services.
 - 8) Skills training, including social skills, planning skills, behavior skills and other.
 - 9) Special or alternative educational, tutorial or remedial services.
 - 10) Vocational, job training or employment services.
 - 11) Recreational.
 - 12) Referrals for housing, childcare assistance, or job placement assistance from state or community agencies.
 - 13) Referrals for disability services.
 - 14) Temporary voluntary shelter placement not to exceed 35 days.

14. Counseling Services

The Provider shall provide or arrange for the provision of counseling services to those youth and families who would benefit from services. Counseling services shall be provided for an average of 12 weeks, and the average length of stay per family served shall be twelve weeks for non-residential services. Counseling services shall be provided to youth placed in shelter on a weekly basis unless otherwise documented by the licensed mental health professional or counselor the reasons why it did not occur. At a minimum, counseling services shall:

- a. Document that mental health services are provided at a minimum of once per week for the first 12 weeks of service by a licensed mental health agency or by mental health professionals who are licensed or unlicensed, and who meet the licensure or certification criteria specified by their respective professional disciplines, unless it is documented by the licensed professional to be clinically appropriate for a lesser duration, or if the session cannot be provided the reasons why not will be documented by the counselor. Any unlicensed mental health professional must remain under clinical supervision as set forth in Rule 63N-1.0031 and 63N-1.0033, F.A.C., and Chapter 491, F.S. The Provider shall document in the youth's file and NetMIS the reason counseling services sessions were not held. Maintain individual case files on all clients and adhere to all laws regarding confidentiality and ethical codes of practice.
- b. Maintain chronological case notes on the client's progress.
- c. Demonstrate coordination of services in all case files between presenting problem(s), psychosocial assessment, service plan, service plan reviews,

- d. case management services and follow-up.
- e. Continually assess youth and families to determine needs and provide referrals to outside resources when necessary (e.g., substance abuse treatment, psychiatric care, utility assistance, etc.).
- f. Maintain an on-going internal process that ensures clinical review of case records, client management, and staff performance.
- g. Require referral to the Case Staffing Committee if the reason(s) for the child's referral has not shown substantial improvement with six weeks of initiating counseling.
- h. All case notes and information (data) collected will remain confidential and not accessible to anyone without appropriate authorization. Any data breach will be reported to the Department's Central Communication Center (CCC) Hotline as soon as the breach is discovered and a follow up report will be provided to the contract manager in writing within 24 hours.

15. Transportation

When the child's family cannot provide transportation, the Provider may provide or make arrangements for transportation of the CINS/FINS child to and from court and to any other services necessary in connection with the child's CINS/FINS services.

16. Adjudication Services

- a. The process of a Case Staffing Committee meeting is pursuant to Chapter 984, F.S. The Provider will chair the Case Staffing Committee and will ensure committee members attend in compliance with Chapter 984, F.S. The Case Staffing Committee shall reach a timely decision to provide the child or family with needed services and treatment through a revised service plan.
- b. Case Staffing Committee meeting(s) shall be scheduled if:
 - 1) The family or child have not demonstrated substantial progress in achieving goals specified in the service plan.
 - 2) The services or treatment selected have not addressed the problems and needs of the family or youth.
 - 3) The family or youth will not participate in the services or treatment selected.
 - 4) The Department or the Provider receives a written request from a parent/legal custodian.
 - 5) The case manager or counselor need assistance in developing a plan for services for the child and family.
 - 6) The case is referred to the Case Staffing Committee by Truancy Court. Any case referred to the Case Staffing Committee by the Truancy Court must be staffed within 30 days.
 - 7) Substantial progress shall be measured by an improvement in regular, daily school attendance by 50% or better after six weeks of services, or 80% or better after 12 weeks of services for a habitually truant child as shown by the child's up to date school attendance record; no episodes of running away for a persistent runaway; or the behavior report of the child's parent(s), custodian(s) or legal guardian(s) for a child referred due to ungovernability.

17. Discharge Policy

The Provider shall implement a discharge policy. Discharge of a child or family prior to successful completion shall only occur under the following conditions:

- 1) The child or family no longer meet the eligibility requirements of CINS/FINS.
- 2) The child engages in behavior endangering themselves or other participating youth and families and the child has been referred to another community or state operated service provider.
- 3) The child runs away and a runaway report is on file with law enforcement.

- 4) The child's whereabouts cannot be ascertained after reasonable efforts have been made to locate the family and child.
- 5) The family voluntarily withdraws from services; or the parent refuses to engage in services, if the child is ungovernable.
- 6) The parent requests services be terminated for a child alleged to be a persistent runaway, and the child has returned home.
- 7) Statutory provisions apply.
- 8) If no services have been provided to the youth in 30 days.

18. Non-Residential Services

The Provider shall provide or arrange for the provision of counseling services to those youth and families who would benefit. Counseling services shall be provided for an average of 12 weeks. At a minimum, counseling services shall:

- a. Provide an assessment for all CINS/FINS eligible youth that shall include gathering of family history and demographic information and completion of the NIRVANA.
- b. Maintain individual case files on all clients and adhere to all laws regarding confidentiality and ethical codes of practice.
- c. Maintain chronological case notes on the client's progress.
- d. Demonstrate coordination of services in all case files between presenting problem(s), needs assessment, service plan, service plan reviews, case management services and follow-up.
- e. Continually assess youth and families to determine needs and provide referrals to outside resources when necessary (e.g., substance abuse treatment, psychiatric care, utility assistance, etc.).
- f. Maintain an on-going internal process that ensures clinical review of case records, client management, and staff performance.
- g. If mental health or substance abuse needs are identified by the assessment, the local service provider shall refer the youth and family to an appropriate service provider. The Provider shall ensure all referrals are documented appropriately.
- h. Non-residential services may include, but are not limited to, individual, group and family focused counseling; crisis intervention; parent training; referrals to community based mental health and substance abuse services; case management; prevention and diversion services; skills training; tutorial or remedial services; vocational, job training or employment services; and/or recreational services. Counseling services shall be offered for youth receiving nonresidential services a minimum of once per week, but if the session cannot be provided, the Provider will document the reason the session could not be held.

19. Physically Secure Shelter

- a. In coordination with the Florida Network, the Provider shall coordinate physically secure services for each eligible youth on a case-by-case basis.
- b. Physically secure services are provided in a locked setting through an established agreement for the placement of Children in Need of Services who failed to appear for placement in a shelter placement for up to 90 days under paragraph 984.225(3)(b), F.S., or failed to comply with any other provision of a valid court order relating to such placement and, as a result of such failure has been found to be in direct or indirect contempt of court; or run away from a shelter placement for up to 90 days following placement under paragraph 984.225 (3)(b), F.S. An adjudicated CINS must be court-ordered to be placed in physically secure shelter as set forth in section 984.226 F.S.
- c. While in the physically secure setting, the child shall receive the NIRVANA and other appropriate assessments, treatment, and educational services that are designed to eliminate or reduce the child's truant, ungovernable, or runaway behavior. The child and family are provided with family counseling and other support services necessary for reunification.

B. Service Tasks Limits

The Provider shall provide the delivery of CINS/FINS, as outlined in Chapter 984, F.S., to those who meet the eligibility criteria contained in this Contract. The Provider shall be able to provide continuous services throughout this Contract term. The Provider shall provide services to youth who meet the eligibility criteria contained in this Contract. The Provider shall limit community activities to community service work, medical/treatment needs or judicial obligations, youth education and enrichment activities, or other physical recreational opportunities as appropriate. The Provider shall not be reimbursed for services rendered outside the terms of this Contract. All prescribed services shall be provided in a manner consistent with applicable federal and state laws, rules and regulations. Services described in this Attachment shall be conducted as specified, with no part of any service specification omitted or excluded.

C. Service Locations and Times

1. The Provider shall be available minimally Monday through Friday during regular business hours (8:00 am to 5:00 pm), excluding state holidays.
2. The Provider shall submit a request for approval to the Network prior to any changes to local service provider location of services.

IV. STAFFING & PERSONNEL

The Provider and all personnel provided under this Contract shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Florida Network, Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Provider shall provide copies of all current licenses or certificates required for the delivery of services under this Contract, to the Florida Network, prior to the delivery of services or upon request.

A. Staff Training

All staff must have in his/her personnel file documentation of the completion of minimum training requirements, with the number of hours earned. All employees hired after this Contract's execution shall complete training requirements within 90 days of hire date. All independent training curriculums shall be submitted to the Florida Network's Contract Manager for review and approval by the Florida Network and/or the Department's Office of Talent, Leadership and Culture unit. Training information shall be updated based on certification or minimum training requirements for individual trainings. All staff delivering services to youth must have in his/her personnel file, maintained by the Provider, documentation demonstrating successful completion of Florida Network and Department-required training, documentation of required training for the respite care services to be provided, documentation of a background screening conducted by the Department's Office of the Inspector General, 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 Florida Network's Contract Manager.

1. 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.
2. The Provider may use in-house or the Department's Learning Management System to complete all training requirements as listed below. The Provider and all subcontractors shall complete training on the following:

Prison Rape Elimination Act (PREA) – Positions listed in this Contract, *direct-contact, non-direct-contact and subcontractors (two-year annual basis)

Sexual Harassment – Positions listed in this Contract, *direct-contact, non-direct-

contact and subcontractors (two-year annual basis)

Trauma Informed Care – Positions listed in this Contract and subcontractors' *direct-contact positions (within 90 days of Contract execution)

Information Security Awareness – Positions listed in this Contract, *direct-contact, non-direct-contact and subcontractors who handled/input youth information (one-year annual basis)

Child Abuse/Incident Reporting – Positions listed in this Contract, *direct-contact, non-direct-contact and subcontractors (within 90 days of Contract execution)

Suicide Prevention – Positions listed in this Contract, and subcontractors' *direct-contact positions (within 90 days of Contract execution)

Equal Employment Opportunity (EEO) - Staff listed in this Contract, *direct-contact, non-direct contact and subcontractors (within 90 days of Contract execution)

It's All About Reporting (one-year annual basis) – Positions listed in this Contract, *direct-contact, non-direct contact and subcontractors (within 90 days of the Contract execution)

Program Monitoring & Management (PMM) System/JJIS/Staff Verification System (SVS) – One position listed in this Contract must initially be trained.

Cardiopulmonary Resuscitation (CPR)/First Aid – The Provider shall acquire CPR/First Aid training from a third-party source for all *direct-contact positions and subcontractors' *direct-contact positions.

**direct-contact – staff who have face-to-face contact with youth*

3. NIRVANA

For Provider staff completing the NIRVANA and/or entering the NIRVANA data in NetMIS, the following required trainings must be completed: Motivational Interviewing (MI), and NIRVANA.

4. MI Training

Provider staff administering the NIRVANA shall complete MI training prior to the NIRVANA training. MI is a directive, client-centered interaction style for eliciting behavior changes by helping youth to explore and resolve ambivalence. MI training is intended to provide staff with more effective communication strategies to utilize when interacting with youth. Training must be provided by Department-approved Qualified Trainer who follows the training protocol/training agreement issued by the Department and the trainer meets Qualified Trainer qualifications. Documentation of MI training shall be maintained for each staff. The Provider shall attend required Florida Network and Department instructor-led training when it is located in the county where the Provider's staff is providing services or in any adjacent county, or when made available online via internet link.

5. Juvenile Justice Information System (JJIS)

a) The Provider must coordinate with the local Data Integrity Officer (DIO) for JJIS training.

b) The Department will provide training in the JJIS prior to the start date of the this contract to ensure the Provider's staff possess the necessary training and permissions to access and use the JJIS. This training is coordinated by the Department.

6. The Florida Network will provide training to local providers on the Statewide Locked-Out Agreement and require local providers to contact the circuit Chief Juvenile Probation Officers for additional information as needed when a parent refuses to allow youth to return home.

7. All annual and pre service training as outlined in the Florida Network of Youth and Family Services Policy and Procedures manual.

B. Staff Training Costs

All training costs and expenses occurring from, or associated with, Florida Network and Department-required training necessary for performance under the contract or otherwise required by federal or state law, rule, or Florida Network and Department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider. The Provider shall assure that all costs associated with travel, housing, and training are contracted at or below the State of Florida government rate. Therefore, all training costs are included in the total cost of the services requested. The Florida Network 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.

C. Staffing Levels

The Provider shall ensure the constant presence of sufficient qualified staff to provide the services listed, to ensure that there shall be no waiting lists for services and shall monitor staff vacancies to ensure that services are not cancelled, postponed, or rescheduled.

1. The Provider shall transport youth for a necessary medical or mental health appointment, school, court or for any off-site activities. A single staff person may transport the youth with a signed parental consent to the transport being obtained in advance, unless transport is necessary and cannot be delayed. Safeguards will be in place and the reasons for all single staff transports must be documented.
2. A youth will not supervise any other youth at any time.

D. Staffing Qualifications & Key Personnel/Vacancies

All staff shall possess adequate education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines. Professional and exempt positions shall have a minimum of a bachelor's degree. Experience may substitute for the degree on a year-to-year basis. Professional non-exempt positions shall have a minimum of a high school diploma.

1. In the event of a vacancy of key personnel, the Florida Network's Contract Manager shall be notified within seven working days of any of the following positions responsible for the delivery of services. Additionally, the vacant positions shall be filled by an individual with equivalent experience and expertise.
2. The Provider shall have and utilize a written back-up plan and have adequate qualified staff to fill-in for staff who may be absent from work (e.g., unexpected emergency, illness, or vacation) to ensure that services will not be canceled or rescheduled. All staff funded under this contract will be recorded by the Provider and submitted to the Florida Network.
3. Any vacancy of staff longer than 90 days shall be reported to the Florida Network's Contract Manager by the Provider.
4. Vacancy of key personnel in excess of 90 days shall result in the withholding of partial payment to the Provider by the Florida Network for that month. Every Provider position is not considered a key position. The following personnel are considered key personnel: Non-Residential Director (or equivalent). In the event of vacancy, the Provider shall notify the Florida Network's Contract Manager within five working days of any of the following positions responsible for the delivery of services: Non-Residential Director (or equivalent). Vacancies of any of these positions will continue to be reported on the monthly reporting cycle until the vacancy is filled. If a key position is temporarily filled by an employee or contracted agent in an "acting" role pending hiring, the vacancy will be considered "filled" and no penalty will accrue while temporarily filled.
5. The Florida Network shall withhold from the Provider \$100 per day, each day a key position is vacant, in excess of 90 days. Funds withheld will be returned to the Department. In the event an applicant for the vacant key position is chosen, the \$100 per day penalty will cease accruing. If the applicant is not successfully hired, the Provider must immediately notify the Florida Network, and the Florida Network will resume withholding the \$100 per day for each day a key position is vacant if

the position remains vacant after a second 90-day period has elapsed. If any key position is vacant for more than 220 days, there will be no further relief provided from the \$100 day penalty accruing. Temporarily filling a vacant key position with a contracted nurse or contracted Shelter Clinical Supervisor or "acting" Residential Director, Non-Residential Director, or Shelter Clinical Supervisor, will cease accruing of the penalty during the hiring process.

E. Staffing Changes

Changes to the staffing levels, titles, and qualifications required in this Contract are not authorized. Any changes to staffing levels, titles, and qualifications shall be made through a formal Amendment. Staffing changes at any level within the program shall be reported on the Staff Vacancy Report which shall be submitted monthly to the Florida Network's Contract Manager.

F. Record Keeping

The Provider shall document all service tasks are being accomplished or have been completed. The Provider shall document completion of training requirements, with the number of hours earned for all staff. The Provider shall maintain a case file for each youth served. The file shall contain documentation of referral into this contracted program and written parental consent. Data shall be collected and maintained in such a way as to permit data integrity verification against the NetMIS, invoices, and submitted reports.

G. Data Collection

All data collected will remain confidential and not accessible to anyone without appropriate authorization. Any data breach will be reported to the Department's CCC Hotline as soon as the breach is discovered, and a follow up report will be provided to the Florida Network's Contract Manager in writing within 24 hours.

1. The Provider must enter data into NetMIS within three business days of youth's admittance to the program. All youth information required in the NetMIS shall be collected and maintained in hard copy format.
2. 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 and its providers. The 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, the Provider 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.
3. The Provider is required to collect and report to 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. Behavior characteristics of youth admitted to the program.
 - c. Types of prevention services provided.
4. The Provider is required to maintain data on a monthly basis in each individual participant's file and shall enter data into NetMIS as required.
5. 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.
6. The Provider shall participate in the annual Comprehensive Accountability Report (CAR) data verification project for a period of two years following the completion of this current Contract year.

7. The Florida Network in conjunction with 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.
8. 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.
9. The Provider shall complete all necessary close-out procedures for the NetMIS once the youth has completed program services.

V. PROPERTY

A. Non-Expendable Tangible Personal Property

1. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
 - a. Expenditure of funds provided through the Florida Network by the Department under a cost reimbursement contract.
 - b. Expenditure of funds provided through the Florida Network by the Department as operational expense dollars.
2. All Department-furnished property acquired by the Provider through funding sources identified above, with a cost of \$1,000 or more and lasting more than one year, and hardback-covered bound books costing \$250 or more, and computers regardless of cost, shall be accounted for in accordance with Rule 69I-72, F.A.C. All such property, including replacements to Department-furnished property that is lost, destroyed, exhausted, or surplused under the terms of this Contract, shall be returned to the Department upon Contract termination. Any replacements shall be of equal or greater value when returned to the Department.
3. Upon delivery of Department-furnished property to the Provider, the Provider assumes the risk and responsibility for its loss and damage.
4. The Provider shall submit to the Florida Network’s Contract Manager a listing of all items purchased for the program with Department funds and include supporting documentation of funds used. The Provider shall include this with the first invoice submitted after purchase of the item(s). The Provider shall not dispose of Department-furnished property without the written permission of the Florida Network and Department. Department policies and procedures shall be followed when disposing of Department-furnished property.
5. The Provider shall not use any Department-furnished property for any purpose except the delivery of services identified in this Contract.
6. The Provider shall submit a final inventory report that is approved by the Florida Network and Department at the conclusion of this Contract.

VI. 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 shall result in a reduction in the invoice. If the Provider fails to meet the minimum level of performance, the Florida Network will not reimburse the Provider for expenses incurred during the month the minimum level of performance was not met.

Service Units/Deliverables

A. Nonresidential Case Served

A nonresidential case served is defined as a youth who has completed initial screening, and intake, and Case Plan initiated.

Minimum Service Level

1. Completed the initial screening for eligibility within seven days of referral.
 2. Completed an intake.
 3. NIRVANA and a Case Plan has been initiated.
 4. Scheduled the next service date.
 5. Data entered into NetMIS within three business days of admittance to the program.
- Supporting documentation includes, but is not limited to:

1. Youth Census Report.
2. Youth case file including, at a minimum, the signature of the youth, parent/guardian, counselor and supervisor, the youth's identified need(s), and the type of services to be provided.

VII. REPORTS

The Florida Network will require progress or performance reports throughout the term of this Contract. The Provider shall complete reports as required to become eligible for payment.

A. Contact Information Changes

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

1. Invoice

A properly prepared invoice shall be submitted directly to the Florida Network through NetMIS within four (4) business days following the end of the month for which services were rendered. Supporting documentation for each deliverable must be included as well as the Monthly Activity Report (MAR). 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.

2. Youth Census Report

A complete list of youth who were provided services, required under the terms and conditions of this Contract during the service period detailed on the invoice, shall be provided with the monthly invoice submitted through NetMIS. At a minimum, the Youth 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 which was provided. No confidential information, such as a youth's full name or date of birth, shall be submitted with the Youth Census Report or any other documentation.

3. Revenue and Expenditure Report

The Provider shall submit a detailed Revenue and Expenditure Report of all revenues and expenditures of Florida Network and Department Contract funds, which shall be submitted upon request. The report shall include a detailed listing of revenues and expenditures by category (e.g. salary, travel, expenses, revenue, etc.). The report shall include but not be limited to payee names, dates, check numbers, amounts, and identifying check, document, or journal entry number. For staff salaries, the Revenue and Expenditure Report shall also include 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 expenditures. The Provider shall be required to submit supporting documentation for any and all revenues and/or expenditures within the timeframe requested by the Florida Network and Department. Supporting documentation shall include but not be limited to copies of cashed checks, evidence of receipts, 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 Revenue and Expenditure Report and any and all requested supporting documentation submitted later than the requested due date, shall result in a major

monitoring deficiency until a properly completed Revenue and Expenditure Report with all its supporting documentation is received and accepted by the Florida Network's Contract Manager.

4. Youth Discharge Form
The Provider shall complete the youth's discharge summary in NetMIS. This data will be available upon request.
5. Proof of Insurance
A Certificate of Insurance shall be provided to the Florida Network'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. Copy of Subcontract(s)
A copy of all subcontracted agreements entered into by the Provider and a subcontractor for services required of the Florida Network via this Contract, shall be submitted to the Florida Network in advance for review. A signed copy of the subcontract reviewed by the Florida Network shall be provided to the Florida Network prior to the delivery of service to 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 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 Florida Network's Contract Manager with an explanation for vacancies, which exceed 90 calendar days. Services shall be provided to all youth by qualified Provider staff regardless of whether a position(s) is vacant.
9. 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 to the Florida Network.
10. Minority Business Enterprise (MBE) Utilization Report
The Provider shall submit to the Florida Network'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.
11. Information Resource Request (IRR)
All IRR purchases must be in accordance with Section VIII., General Terms & Conditions of this Contract. Submission of IRR purchases must go to the Department Contract Manager.
12. Continuity of Operations Plan (COOP)
Prior to the delivery of service, the Provider shall submit a COOP to the Florida Network's Contract Manager. The COOP must provide for the continuity of contract services in the event of a manmade/natural disaster/emergency. The Department-approved plan format can be found on the Department's website. Additional information can be found in FDJJ 1050, Continuity of Operations Plans.
13. Service Utilization Report
The Provider will monitor all contracted services including the frequency rate and category of non-residential services offered, and the number of cases resulting in CINS petitions. The Provider shall ensure all data is entered in NetMIS accurately by month's end to capture a complete list of intakes, counseling, case management, Physical Secure Shelter, Case Staffing Committee Meetings, and

CINS Petitions Filed.

REPORT LIST	FREQUENCY	DUE DATE	METHOD
Invoice	Monthly	Within 4 business days following the end of the month for which services were rendered	NetMIS
Youth Census Report	Monthly	To be submitted with the monthly invoice	NetMIS
Proof of Insurance	Upon Contract execution; or renewal	Prior to the delivery of services and prior to expiration of insurance	Upload to FN SharePoint site
Copy of Subcontract(s)	Upon execution of the subcontract	Prior to delivery of services to youth payment to the subcontractor	Upload to FN SharePoint site
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to delivery of services and annually and at renewal thereafter	Upload to FN SharePoint site
Staff Vacancy Report	Monthly	To be submitted with the monthly invoice and updated as needed	Upload to FN SharePoint site
Staff Hire Report	Monthly	To be submitted with the monthly invoice and updated as needed	Upload to FN SharePoint site
MBE Utilization Report	Monthly	To be submitted with the monthly invoice	Upload to FN SharePoint site
IRR	Prior to the purchase of information technology soft/hardware	Prior to the purchase of information technology soft/hardware	Department's Contract Manager DJJProviderIRR@fldjj.gov
COOP	Annually	Prior to the delivery of services and February 1 st each year	Upload to FN SharePoint site
Annual Audit	Annually	Within nine (9) months after the fiscal year end OR Within 30 days after the auditor issues the audit; whichever date is earlier.	Upload to FN SharePoint site
Annual Affidavit of Compliance with Level 2 Screening Standards	Annually	By January 31st of Each Year	DJJ Background Screening Unit Generalbsu@fldjj.gov

B. 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 Florida Network reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Florida Network's Contract Manager will approve or reject deliverables and reports.

VIII. PERFORMANCE MEASURES

The Provider shall meet the following program specific performance measures:

Local Service Provider(s)

A. Performance Outputs

1. Risk Factors

GOAL: One hundred percent (100%) of youth served in the program will have at least two risk factors present in three out of the 10 risk domains identified in the NIRVANA for the Non-Residential and at least three risk factors present in four out of the 10 risk domains identified in the NIRVANA for Residential Services.

MEASURE: The number of newly admitted youth with at least two risk factors present in three out of the 10 risk domains divided by the total number of newly admitted youth served for the Non-Residential and at least three risk factors present in four out of the 10 risk domains for Residential Services.

STANDARD: Seventy percent (70%) of youth served in the program will have at least two risk factors present in three out of the 10 risk domains identified in the NIRVANA.

2. Assessment

GOAL: One hundred percent (100%) of eligible youth will have a NIRVANA assessment initiated within seven calendar days of admission to the program.

MEASURE: Number of youth with a NIRVANA assessment initiated that are registered in Prevention Web within seven calendar days of admission to the program divided by the total number of youth admitted.

STANDARD: Ninety-five percent (95%) of eligible youth who are in care for seven days or more will receive a NIRVANA assessment within seven calendar days of admission to the program.

B. Performance Outcomes

Non-Residential Services and Residential Services

1. Youth Arrests During Placement (ADP) Rate

GOAL: One hundred percent (100%) of youth shall not be arrested during service.

MEASURE: The total number of youth not adjudicated for an offense during supervision divided by the total number of youth released from the program.

STANDARD: Ninety percent (90%) of youth shall not be arrested during service.

2. Recidivism

GOAL: One hundred percent (100%) of youth who successfully complete a program shall remain crime free for 12 months.

MEASURE: Number of youth who did not receive subsequent adjudication, adjudication withheld or an adult conviction for any new violation of law within 12 months of successfully completing the program divided by the number of youth who successfully complete the program.

STANDARD: Not to exceed the recidivism percent as reported in the CAR that is published annually for similar programs.

C. Performance Evaluation

1. The Provider, throughout the term of this Contract, shall document compliance with required service tasks, performance and provide documentation of such services for inspection upon request. The Provider shall permit persons duly authorized by the Florida Network and Department to inspect any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract and interview any clients and employees of the Provider under such conditions as the Florida Network or Department deems appropriate. NIRVANA assessments completed during each month will be entered into NetMIS and reviewed by Florida Network and Department staff.
2. The Florida Network in conjunction with the Department will conduct outcome evaluations and recidivism studies concentrating on the re-offending and re-adjudication of juveniles who complete the program.
3. 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 its future funding and program/service evaluation process.

**ATTACHMENT II
MENTAL HEALTH SERVICES**

I. GENERAL DESCRIPTION

A. Services to be Provided

1. The Provider shall enter into Memorandum of Understanding agreements for substance abuse counseling and treatment and mental health treatment services.
2. The Provider shall enter into Memorandum of Understanding agreements with community based mental health and substance abuse treatment providers, who are licensed in compliance with Chapter 490, Florida Statutes (F.S.), Chapter 491, F.S., and Chapter 397, F.S., for the development of specialized support and overlay services. The mental health and substance abuse overlay services shall be fully implemented and utilized.
3. Specialized support and overlay services shall include the following components as clinically relevant for individual youth, and may be delivered by a menu of providers with different specialties:
 - a. Review of any treatment records available.
 - b. Individual therapy.
 - c. Group therapy.
 - d. Family therapy.
 - e. Supportive counseling.
 - f. Referral services.
 - g. Suicide prevention, crisis intervention, and emergency mental health and substance abuse services.
4. The Provider shall provide appropriate documentation and follow-up that demonstrates that the youth received the most appropriate services.

B. Qualifications for community based mental health and substance abuse treatment providers

1. Mental health services must be provided by a psychiatrist licensed under Chapter 458, F.S., or Chapter 459, F.S., a psychologist licensed under Chapter 490, F.S., a mental health counselor, clinical social worker or marriage and family therapist licensed under Chapter 491, F.S., or a registered intern working under the direct supervision of a licensed "Qualified Supervisor" as set forth in Chapter 491, F.S.
2. Substance abuse services must be provided in accordance with Rule 65D-30, Florida Administrative Code (F.A.C.). Thus, a substance abuse counselor must be an employee of a facility or service provider licensed under Chapter 397, F.S., or must be an individual licensed under Chapters 458, 459, 490 or 491, F.S.

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**ATTACHMENT III
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, Children and Families in Need of Services, CSFA # 80.005.
The amount of the Agreement is \$276,488,753.65.**

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.

**EXHIBIT 3
FLORIDA MBE UTILIZATION REPORT**

GRANT #: _____ **GRANT MANAGER:** _____

REGION: _____ **CIRCUIT:** _____ **LOCATION (COUNTY):** _____

PROGRAM NAME: _____

PROVIDER NAME: _____ **INVOICE MONTH:** _____

ADDRESS: _____ **INVOICE AMOUNT:** _____

TELEPHONE: _____ **GRANT AMOUNT:** _____ **(ANNUAL) BUSINESS CLASSIFICATION CODE** _____

****(ENTER CODES H through R FROM SCHEDULE BELOW, AND FILL IN LINES 1 through 5 IN THE SUBCONTRACTOR TABLE)**

<u>Business Classification</u>	<u>Certified MBE**</u>	<u>Non Certified MBE**</u>	<u>Non Profit Organization</u>
A – Non Minority	H – African American	N – African American	S – 51% or more Minority
B – Small Bus (State)*	I – Hispanic	O – Hispanic	T – 51% or more Minority
C – Small Bus (Federal)	J – Asian/Hawaiian	P – Asian/Hawaiian	Workforce
E – Government Agency (local)	K – Native American	Q – Native American	
G – P.R.I.D.E. M – Non Minority Women (Formerly American Women)	R – Non Minority Women (Formerly American Women)		

(*Defined as 200 employees or less, \$5 million or less net worth and domiciled in Florida)

INSTRUCTIONS

PROVIDER: Complete this form monthly and submit along with your regular invoice to ensure prompt payment.

CONTRACT MANAGER: Forward this form along with invoice to Finance and Accounting.

	ENTER MBE SUBCONTRACTOR NAME	SPURS, SSAN, OR FEID VENDOR #	CMBE/ MBE CODE (H-R)	SUBCONTRACTED PLAN AMT.	AMT. PAID TO MBE SUBCONTRACTOR IN THE CURRENT MONTH	SUBCONTRACT PLAN BALANCE
1						
2						
3						
4						
5						

PROVIDER CERTIFICATION: I certify that the above information is true and correct to the best of my knowledge.

PROVIDER SIGNATURE: _____ **TITLE** _____

PRINT NAME: _____ **DATE:** _____



EXHIBIT 4
STAFF VACANCY REPORT
FY 2024-2025

Month _____

Provider Name: _____

Contract/Grant Number: _____

Budget Position	Employee Name	Date Vacant	# Days Vacant	Date Filled

Certification:

I certify that the above presented information is true and accurate.

Name: _____
Please print

Title: _____
Please print

Signature _____

Date _____

