

another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Department may monitor the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this Contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's review of subcontractor agreement(s) associated with this Contract award does not relieve the Provider of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.

K. Sponsorship

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

L. Products Available from Blind or Other Severely Handicapped Central Non-Profit Agency (RESPECT)

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S. For purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/respect

M. Force Majeure

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

N. Insurance

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

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

O. Suspension of Work

The Department may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the interests of the State to do so. The Department shall

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

P. Inspector General Requirements

1. Investigation

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

2. Incident Reporting

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

3. Background Screening

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

Q. Quality Improvement Standards

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

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

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

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

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

R. Monitoring

The Department will conduct periodic unannounced and/or announced programmatic and administrative monitoring to assess the Provider's compliance with this Contract and applicable federal and state laws, rules and Department policies and procedures in accordance with FDJJ Policy 2000 (Revised 2/8/18). The Provider shall permit persons duly authorized by the Department to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Provider that are relevant to this Contract, and interview individuals receiving services and employees of the Provider under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Provider a list of its findings, including deficiencies regarding the manner in which said goods or services are provided. The Provider shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the Department's Monitoring Report. The Provider's failure to correct these deficiencies within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

S. Financial Consequences

1. Financial consequences shall be assessed for contract non-compliance or non-performance in accordance with FDJJ Policy 2000 (Revised 02/08/18) for the following:
 - a. Failure to submit a Corrective Action Plan (CAP) within the specified time frame(s);
 - b. Failure to implement the CAP within the specified time frame(s); and/or
 - c. Upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within specified time frame(s).
2. The Provider expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
 - *Total annual value of the Contract X 0.1% = Financial Consequences. Imposition of consequences shall be per deficiency per day*
3. Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Department's Contract Manager shall deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.
4. If the Provider has a grievance concerning the imposition of financial consequences for noncompliance, the Provider shall follow the dispute process

outlined in this Contract, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).

T. Confidentiality

1. Pursuant to section 985.04, F.S., all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of the Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep any confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. The Provider shall take appropriate steps to ensure its personnel, agents, and subcontractors protect confidentiality. The warranties shall remain in effect after contract termination.
2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective November 20, 2014), if applicable under this Contract.

U. Dispute Resolution

Any dispute concerning compliance and/or performance of this Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy to the Provider. Any dispute that cannot be resolved shall be reduced to writing and delivered to the Department's Assistant Secretary or designee of the relevant program area for resolution.

V. Severability

If a court deems any provision of this Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

W. Certification Regarding Active Exclusion

The Provider, by execution of this Contract, certifies that neither it nor its principals is presently assigned an active exclusion with the Federal System for Award Management (SAM). Exclusions can be found at: <http://www.sam.gov/>. The Provider shall notify the Department if, at any time during this Contract, it or its principals are assigned an active exclusion.

X. Return of Property Purchased Under this Contract

All property purchased by the Provider utilizing Contract funds is the Property of the State and shall be returned to the Department upon expiration of this Contract. The property shall be returned in a condition which allows for re-use of equipment. The Department shall make and approve in writing the determination regarding the surplus of State-owned property. The Provider shall maintain property to protect against theft and/or damage. The Provider may not be reimbursed for property purchased unless specifically allowed by this Contract.

Y. Information Technology (IT) Security

In accordance with Rule 74-2.001 through 74-2.006 F.A.C., external partners employed by the Department or acting on behalf of the Department, including other governmental entities, third parties, contractors, vendors, suppliers and partners, shall comply with all applicable security policies, procedures and processes, and employ adequate security measures to protect the Department's information, applications, data, resources, and services. When applicable, as determined by the Department's Bureau of Information Technology, network connection agreements for third-party network connections shall be

submitted to the Department for approval prior to connection to the Department's internal network.

Z. Information Resource Request

All Department contract Providers must receive written approval from the Department prior to purchasing any Information Technology (IT) 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 Planning and Management Procedures and is located on the Department's website at: <http://www.djj.state.fl.us/partners/policies-resources/department-policies>.

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

AA. Data Input into Department's Systems

The Provider is required to input data into the Department's Program Monitoring & Management (PMM) System and Staff Verification System (SVS) computer applications during the term of this Contract

IX. CAPTIONS

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

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

Attachment I: Services to be Provided

Exhibit 1: Sample Reimbursement 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

Exhibit 6: Self-Esteem Survey

Exhibit 7: Satisfaction Survey

Exhibit 8: Cost Reimbursement Line Item Budget

Attachment II: Florida Single Audit Act and FSAA's Exhibit 1

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

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

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

170958A

Contract #10583

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

PROVIDER
CITY OF GAINESVILLE

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: TIMOTHY NIERMANN

TITLE: _____

TITLE: DEPUTY SECRETARY

DATE: _____

DATE: _____

VENDOR NUMBER: 59-6000325

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 City of Gainesville, Gainesville Police Department shall operate a prevention program known as Heroes Program. The Provider shall ensure the services address the issue of overrepresentation of minority youth in Florida's juvenile justice system by focusing on the issue of DMC. The Provider shall focus on the issue of DMC by delivering Mentoring Services, DMC Youth Focus Groups, and DMC Educational Field Trips. The Heroes Program meets the targeted needs of fifty (50) youth by providing effective prevention programming to prevent juvenile delinquency. The Provider shall provide services to youth who are identified as at-risk of becoming involved in the juvenile justice system and are between the ages of five to seventeen (17).
- B. General Services to be Provided
The Provider and approved subcontractors (if applicable) shall deliver services which include, but are not limited to:
1. Screening and Evaluation
 2. Transportation Services
 3. Mentoring Services
 4. DMC Youth Focus Groups
 5. DMC Educational Field Trips
- C. Authority for Specific Contracted Program Services
Authority for specific contracted program services is found in chapter 985, F.S., and gives the Department of Juvenile Justice the authority to develop and implement effective programs to: prevent delinquency; divert children from the traditional juvenile justice system; intervene at an early stage of delinquency and 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. Service Limits
The Provider shall not provide services to youth who fail to meet the eligibility criteria contained in this Contract. The Provider shall not be paid for services rendered outside the terms of this Contract.
- E. Major Goal(s) of the Program/Service
The goal of these prevention services is to divert youth who pose no real threat to public safety away from the juvenile justice system through programming which will support a safe environment and provide youth and their families' positive alternatives for delinquent behavior.
- F. Definitions
1. 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 Department under the terms of this Contract.
 2. At-Risk Youth: An at-risk youth is defined as any youth who exhibits problem behaviors such as un-governability, truancy, and running away from home. Additionally, a youth who has an identified risk in the record of referrals, school, use of free time, relationships, family/living arrangement, alcohol and drugs, mental health, attitudes/behaviors, aggression, and skills domains is considered at-risk.
 3. DMC: The Office of Juvenile Justice and Delinquency Prevention (OJJDP) states that DMC occurs when the proportion of juveniles detained or confined in secure detention facilities, secure correctional facilities, jails, and lockups who are members of minority groups exceeds the proportion such groups represent in the general population. Accordingly, if a state finds that minority juveniles disproportionately come in contact with the juvenile justice system, the state is responsible for developing and implementing strategies to address this issue.
 4. Law Enforcement: Any person who is elected, appointed, are employed part time or full time by any municipality or the state or any political subdivision thereof; who is

vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. Examples: School Resource Officers, Sherriff's, Police, Security Guards, and University Officers.

II. YOUTH TO BE SERVED

- A. General Description of Youth to be Served
The Provider shall provide program services for fifty (50) youth during the term of this Contract, who may be at-risk for formal involvement in the juvenile justice system, and who meet the eligibility criteria contained in this Contract.
- B. Youth Eligibility
Services are limited to youth between the ages of five to seventeen (17). The Provider shall provide program services for up to fifty (50) youth for the five month Heroes program. The decision to accept a youth into the program shall be made by the Provider.
- C. Youth Referral/Determination
Youth may be referred to the Provider by parents, legal guardians, local schools, community service organizations, network of community linkages and the Department. The Department shall resolve all disputes regarding the eligibility of youth to participate in the program. The Provider shall contact the Department's assigned Contract Manager prior to the admission of youth whose eligibility is in dispute.
- D. Limits on Youth to be Served
Youth who have completed program services may be a participant in program services as a new youth in a following Contract year(s) if services are needed. Youth who turn eighteen (18) while enrolled in the program may continue program services until completion.

III. SERVICES TO BE PROVIDED

- A. Service Tasks
The Provider shall perform the following service tasks as specified when providing service under this Contract. *The Provider shall document the service tasks that have been completed or are being accomplished:*
1. Screening and Evaluation: The Provider shall provide a pre-test and post-test survey to each youth admitted to the program. Youth shall complete a pre-test (Exhibit 6, Self-Esteem Survey) within three business days of program enrollment and a post-test (Exhibit 7, Satisfaction Survey) within three business days of completion of the program, the results of which shall be used to form performance measurement reporting outcomes for the program.
 2. Transportation Services: The Provider shall provide or arrange for the provision of transportation for program-related purposes, when necessary and appropriate. The Provider shall ensure that vehicles used to transport youth shall be maintained in safe operating condition at all times, do not exceed the number of persons the vehicle was designed to carry and are equipped with seat belts and a first aid kit. The Provider shall ensure all employees who are responsible for transporting youth have a valid license to operate the vehicle. Program-related purposes shall include, but are not limited to:
 - a. Community volunteer and service learning project; and
 - b. Youth development or educational activities.
 3. Mentoring Sessions: The Provider shall provide a program, designed for youth, with specific themes addressing topics such as positive image of law enforcement, decision making, identifying positive role models, and self-esteem. Mentoring Sessions shall be provided two times per week. Mentoring Sessions shall occur for a minimum of thirty (30) minutes each session.
 4. DMC Youth Focus Groups: The Provider shall conduct focus groups with minority youth in the communities that they serve. The goal of these focus groups is to improve the relationship between law enforcement officers and the minority youth they may come in contact with, and build a mutual respect between the two groups. Additionally, these forums provide opportunities for both groups to discuss concerns they have regarding fair and equal treatment of minority youth. DMC Youth Focus

Groups shall be provided for two times per month. DMC Youth Focus Groups shall occur for a minimum of forty-five (45) minutes per group session.

- 5. DMC Educational Field Trips: The Provider shall provide a safe environment, encouraging law enforcement and youth to build bridges through positive bonding activities, demonstrations, instruction and training, and educational field trips. DMC Educational Field Trips include, but are not limited to: University of Florida, Santa Fe Community College, Mayport Naval Academy, Fishing with the Florida Fish and Wildlife Conservation Commission, Officer/youth basketball camp, Dress for Success, Defining their Brand curriculum, Tampa Rays baseball games, ropes course, police/youth dialogues, Crescent Beach, Ironwood Golf, bowling, tennis, Wild Adventures Theme Park, and lunch with officers and Juvenile Probation Officers. The DMC-related educational field trips shall be provided four times per month a minimum of sixty (60) minutes in length each.

B. Service Tasks Limits

All prescribed services shall be provided in a manner consistent with applicable federal and state laws, rules and regulations. The Provider shall ensure all program participants are afforded the opportunity to participate in all programming activities of interest in which the youth is eligible to participate. These opportunities shall be on an ongoing basis throughout the Contract term.

C. Staffing/Personnel

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

1. Staffing Levels and Staff Qualifications

The Provider shall ensure the constant presence of sufficient qualified staff to provide the services listed in order to ensure there shall be no waiting lists for program services and shall monitor staff vacancies to ensure services to youth are not cancelled, postponed, or rescheduled (see below table).

Position Title	Part-Time /Full-Time Position	Job Description	Minimum Qualifications
Program Coordinator	Part-time	Manage and oversee all aspects of the Heroes program. Provide detail of programs, consultants, mentorships, Youth Focus Groups, and DMC Field Trips. Assist with report submissions to DJJ and insure contract compliance. Ensure JJIS/Prevention Web data entry, provide fiscal management, hire and supervise staff, provide direction and guidance for staff and students, monitor ongoing evaluation of project effectiveness, maintain records, and provide	Shall have a minimum of the licensing standard with regard to professional qualifications, applicable licensing and/or certification requirements from his/her respective disciplines. Required to pass the Department's standards regarding background screening. Employment eligibility shall be verified through the

		applicable reports to the Department.	United States Department of Homeland Security's E-Verify System.
Program Specialist/Police Officer	Part-Time	Responsible for identifying youth participating in DMC programs. Assist with Mentoring, transportation and participation with the Heroes program.	Possess Criminal Justice Standards and Training Commission (CJST) Certification in Law Enforcement. Shall have a minimum of the licensing standard with regard to professional qualifications, applicable licensing and/or certification requirements from his/her respective disciplines. Required to pass the Department's standards regarding background screening. Employment eligibility shall be verified through the United States Department of Homeland Security's E-Verify System.
Lead Facilitator	Part-Time	Facilitates Law Enforcement, DMC, Racial and Ethnic Disparities (RED), brain development, Implicit Bias, Procedural Justice, hopes and dreams, role play, understanding perceptions, restorative justice, etc.	Possesses a doctoral degree (PhD). Skilled in mediation and restoration justice. Shall have a minimum of the licensing standard with regard to professional qualifications, applicable licensing and/or certification requirements from his/her respective disciplines. Required to pass the Department's standards regarding background screening. Employment eligibility shall be

			verified through the United States Department of Homeland Security's E-Verify System.
Assistant Facilitator	Part-Time	Assists in facilitation with Law Enforcement, DMC, RED, brain development, Implicit Bias, Procedural Justice, hopes and dreams, role play, understanding perceptions, restorative justice, etc.	Shall have a minimum of the licensing standard with regard to professional qualifications, applicable licensing and/or certification requirements from his/her respective disciplines. Required to pass the Department's standards regarding background screening. Employment eligibility shall be verified through the United States Department of Homeland Security's E-Verify System.
Mentor/Intervention Specialist	Part-Time	Provide mentorship to youth participants to address DMC/RED through educational curriculum and DMC-related activities.	Shall have a minimum of the licensing standard with regard to professional qualifications, applicable licensing and/or certification requirements from his/her respective disciplines. Required to pass the Department's standards regarding background screening. Employment eligibility shall be verified through the United States Department of Homeland Security's E-Verify System.

2. Provider Staffing Schedule and Vacancies

The Provider shall have and utilize a written back-up plan and have adequate qualified staff to fill-in for required Provider staff who may be absent from work (e.g., unexpected emergency, illness, or vacation) to ensure services to youth shall not be canceled or rescheduled.

3. Staff Training

- a. Training shall be specific to the functions and responsibilities of each member. Qualified personnel for the specific topic must provide training.
- b. Staff shall comply with the training requirements as stated in Section III., B., 8., of this Contract.
- c. All staff shall be required to complete additional training requirements if so deemed by the Department. All training costs and expenses associated with training/travel for training Provider's staff are the responsibility of the Provider.

4. Staffing Changes

Changes to the staffing levels and qualifications required in this Contract are not authorized. Any changes to staffing levels 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 Department's Contract Manager.

D. JJIS Contact and Training

The Provider shall be responsible for the accuracy of the information entered into the Juvenile Justice Information System (JJIS) Prevention Web. This responsibility is based on the Department's capability to provide access and utilization to the Provider. The Provider shall designate a lead staff person responsible for ensuring completion and accuracy of the JJIS data entry, including admission and release dates. This staff person shall also be the main contact for the Department's Data Integrity Officer and the Office of Program Accountability. The Department will provide limited assistance to the Provider with JJIS training.

E. 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 JJIS, invoices, and submitted reports.

F. Data Collection

Upon access to the Department's JJIS/Prevention Web system, the Provider shall enter data into the following systems. The responsibility for entering data in JJIS is based on the Department's capability to provide access and utilization to the Provider. The Provider shall contact the Department's Data Integrity Officer in the area to gain appropriate access and secure training within forty-five (45) days of this Contract start date.

- 1. JJIS/Prevention Web: The Provider must enter data into the JJIS/Prevention Web within three business days of youth's admittance to the program. All youth information required in the JJIS/Prevention Web shall be collected and maintained in hard copy format.
- 2. Staff Verification System (SVS): The purpose of the SVS is to create a comprehensive database of employees who work with youth in juvenile justice programs. Each time a supervisor is considering hiring a new employee, the supervisor will be able to access the system to obtain the work history of the individual in juvenile justice programs in Florida. The system will show the programs the person has worked for and will provide a previous employer's name and telephone number for job references. By sharing this information, the Department will be able to ensure that undesirable employees do not move from the Department to a Provider program or from one Provider program to another. F.S. authorizes the sharing of this information for all criminal justice agencies,

another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Department may monitor the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this Contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's review of subcontractor agreement(s) associated with this Contract award does not relieve the Provider of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.

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N. Insurance

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

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

O. Suspension of Work

The Department may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the interests of the State to do so. The Department shall

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

P. Inspector General Requirements

1. Investigation

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

2. Incident Reporting

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

3. Background Screening

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

Q. Quality Improvement Standards

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

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

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

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

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

R. Monitoring

The Department will conduct periodic unannounced and/or announced programmatic and administrative monitoring to assess the Provider's compliance with this Contract and applicable federal and state laws, rules and Department policies and procedures in accordance with FDJJ Policy 2000 (Revised 2/8/18). The Provider shall permit persons duly authorized by the Department to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Provider that are relevant to this Contract, and interview individuals receiving services and employees of the Provider under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Provider a list of its findings, including deficiencies regarding the manner in which said goods or services are provided. The Provider shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the Department's Monitoring Report. The Provider's failure to correct these deficiencies within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

S. Financial Consequences

1. Financial consequences shall be assessed for contract non-compliance or non-performance in accordance with FDJJ Policy 2000 (Revised 02/08/18) for the following:
 - a. Failure to submit a Corrective Action Plan (CAP) within the specified time frame(s);
 - b. Failure to implement the CAP within the specified time frame(s); and/or
 - c. Upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within specified time frame(s).
2. The Provider expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
 - *Total annual value of the Contract X 0.1% = Financial Consequences. Imposition of consequences shall be per deficiency per day*
3. Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Department's Contract Manager shall deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.
4. If the Provider has a grievance concerning the imposition of financial consequences for noncompliance, the Provider shall follow the dispute process

outlined in this Contract, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).

T. Confidentiality

1. Pursuant to section 985.04, F.S., all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of the Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep any confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. The Provider shall take appropriate steps to ensure its personnel, agents, and subcontractors protect confidentiality. The warranties shall remain in effect after contract termination.
2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective November 20, 2014), if applicable under this Contract.

U. Dispute Resolution

Any dispute concerning compliance and/or performance of this Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy to the Provider. Any dispute that cannot be resolved shall be reduced to writing and delivered to the Department's Assistant Secretary or designee of the relevant program area for resolution.

V. Severability

If a court deems any provision of this Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

W. Certification Regarding Active Exclusion

The Provider, by execution of this Contract, certifies that neither it nor its principals is presently assigned an active exclusion with the Federal System for Award Management (SAM). Exclusions can be found at: <http://www.sam.gov/>. The Provider shall notify the Department if, at any time during this Contract, it or its principals are assigned an active exclusion.

X. Return of Property Purchased Under this Contract

All property purchased by the Provider utilizing Contract funds is the Property of the State and shall be returned to the Department upon expiration of this Contract. The property shall be returned in a condition which allows for re-use of equipment. The Department shall make and approve in writing the determination regarding the surplus of State-owned property. The Provider shall maintain property to protect against theft and/or damage. The Provider may not be reimbursed for property purchased unless specifically allowed by this Contract.

Y. Information Technology (IT) Security

In accordance with Rule 74-2.001 through 74-2.006 F.A.C., external partners employed by the Department or acting on behalf of the Department, including other governmental entities, third parties, contractors, vendors, suppliers and partners, shall comply with all applicable security policies, procedures and processes, and employ adequate security measures to protect the Department's information, applications, data, resources, and services. When applicable, as determined by the Department's Bureau of Information Technology, network connection agreements for third-party network connections shall be

submitted to the Department for approval prior to connection to the Department's internal network.

Z. Information Resource Request

All Department contract Providers must receive written approval from the Department prior to purchasing any Information Technology (IT) 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 Planning and Management Procedures and is located on the Department's website at: <http://www.djj.state.fl.us/partners/policies-resources/department-policies>.

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

AA. Data Input into Department's Systems

The Provider is required to input data into the Department's Program Monitoring & Management (PMM) System and Staff Verification System (SVS) computer applications during the term of this Contract

IX. CAPTIONS

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

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

Attachment I: Services to be Provided

Exhibit 1: Sample Reimbursement 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

Exhibit 6: Self-Esteem Survey

Exhibit 7: Satisfaction Survey

Exhibit 8: Cost Reimbursement Line Item Budget

Attachment II: Florida Single Audit Act and FSAA's Exhibit 1

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

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

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

170958A

Contract #10583

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

PROVIDER
CITY OF GAINESVILLE

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: TIMOTHY NIERMANN

TITLE: _____

TITLE: DEPUTY SECRETARY

DATE: _____

DATE: _____

VENDOR NUMBER: 59-6000325

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 City of Gainesville, Gainesville Police Department shall operate a prevention program known as Heroes Program. The Provider shall ensure the services address the issue of overrepresentation of minority youth in Florida's juvenile justice system by focusing on the issue of DMC. The Provider shall focus on the issue of DMC by delivering Mentoring Services, DMC Youth Focus Groups, and DMC Educational Field Trips. The Heroes Program meets the targeted needs of fifty (50) youth by providing effective prevention programming to prevent juvenile delinquency. The Provider shall provide services to youth who are identified as at-risk of becoming involved in the juvenile justice system and are between the ages of five to seventeen (17).
- B. General Services to be Provided
The Provider and approved subcontractors (if applicable) shall deliver services which include, but are not limited to:
1. Screening and Evaluation
 2. Transportation Services
 3. Mentoring Services
 4. DMC Youth Focus Groups
 5. DMC Educational Field Trips
- C. Authority for Specific Contracted Program Services
Authority for specific contracted program services is found in chapter 985, F.S., and gives the Department of Juvenile Justice the authority to develop and implement effective programs to: prevent delinquency; divert children from the traditional juvenile justice system; intervene at an early stage of delinquency and 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. Service Limits
The Provider shall not provide services to youth who fail to meet the eligibility criteria contained in this Contract. The Provider shall not be paid for services rendered outside the terms of this Contract.
- E. Major Goal(s) of the Program/Service
The goal of these prevention services is to divert youth who pose no real threat to public safety away from the juvenile justice system through programming which will support a safe environment and provide youth and their families' positive alternatives for delinquent behavior.
- F. Definitions
1. 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 Department under the terms of this Contract.
 2. At-Risk Youth: An at-risk youth is defined as any youth who exhibits problem behaviors such as un-governability, truancy, and running away from home. Additionally, a youth who has an identified risk in the record of referrals, school, use of free time, relationships, family/living arrangement, alcohol and drugs, mental health, attitudes/behaviors, aggression, and skills domains is considered at-risk.
 3. DMC: The Office of Juvenile Justice and Delinquency Prevention (OJJDP) states that DMC occurs when the proportion of juveniles detained or confined in secure detention facilities, secure correctional facilities, jails, and lockups who are members of minority groups exceeds the proportion such groups represent in the general population. Accordingly, if a state finds that minority juveniles disproportionately come in contact with the juvenile justice system, the state is responsible for developing and implementing strategies to address this issue.
 4. Law Enforcement: Any person who is elected, appointed, are employed part time or full time by any municipality or the state or any political subdivision thereof; who is

vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. Examples: School Resource Officers, Sherriff's, Police, Security Guards, and University Officers.

II. YOUTH TO BE SERVED

- A. General Description of Youth to be Served
The Provider shall provide program services for fifty (50) youth during the term of this Contract, who may be at-risk for formal involvement in the juvenile justice system, and who meet the eligibility criteria contained in this Contract.
- B. Youth Eligibility
Services are limited to youth between the ages of five to seventeen (17). The Provider shall provide program services for up to fifty (50) youth for the five month Heroes program. The decision to accept a youth into the program shall be made by the Provider.
- C. Youth Referral/Determination
Youth may be referred to the Provider by parents, legal guardians, local schools, community service organizations, network of community linkages and the Department. The Department shall resolve all disputes regarding the eligibility of youth to participate in the program. The Provider shall contact the Department's assigned Contract Manager prior to the admission of youth whose eligibility is in dispute.
- D. Limits on Youth to be Served
Youth who have completed program services may be a participant in program services as a new youth in a following Contract year(s) if services are needed. Youth who turn eighteen (18) while enrolled in the program may continue program services until completion.

III. SERVICES TO BE PROVIDED

- A. Service Tasks
The Provider shall perform the following service tasks as specified when providing service under this Contract. *The Provider shall document the service tasks that have been completed or are being accomplished:*
1. Screening and Evaluation: The Provider shall provide a pre-test and post-test survey to each youth admitted to the program. Youth shall complete a pre-test (Exhibit 6, Self-Esteem Survey) within three business days of program enrollment and a post-test (Exhibit 7, Satisfaction Survey) within three business days of completion of the program, the results of which shall be used to form performance measurement reporting outcomes for the program.
 2. Transportation Services: The Provider shall provide or arrange for the provision of transportation for program-related purposes, when necessary and appropriate. The Provider shall ensure that vehicles used to transport youth shall be maintained in safe operating condition at all times, do not exceed the number of persons the vehicle was designed to carry and are equipped with seat belts and a first aid kit. The Provider shall ensure all employees who are responsible for transporting youth have a valid license to operate the vehicle. Program-related purposes shall include, but are not limited to:
 - a. Community volunteer and service learning project; and
 - b. Youth development or educational activities.
 3. Mentoring Sessions: The Provider shall provide a program, designed for youth, with specific themes addressing topics such as positive image of law enforcement, decision making, identifying positive role models, and self-esteem. Mentoring Sessions shall be provided two times per week. Mentoring Sessions shall occur for a minimum of thirty (30) minutes each session.
 4. DMC Youth Focus Groups: The Provider shall conduct focus groups with minority youth in the communities that they serve. The goal of these focus groups is to improve the relationship between law enforcement officers and the minority youth they may come in contact with, and build a mutual respect between the two groups. Additionally, these forums provide opportunities for both groups to discuss concerns they have regarding fair and equal treatment of minority youth. DMC Youth Focus

Groups shall be provided for two times per month. DMC Youth Focus Groups shall occur for a minimum of forty-five (45) minutes per group session.

- 5. DMC Educational Field Trips: The Provider shall provide a safe environment, encouraging law enforcement and youth to build bridges through positive bonding activities, demonstrations, instruction and training, and educational field trips. DMC Educational Field Trips include, but are not limited to: University of Florida, Santa Fe Community College, Mayport Naval Academy, Fishing with the Florida Fish and Wildlife Conservation Commission, Officer/youth basketball camp, Dress for Success, Defining their Brand curriculum, Tampa Rays baseball games, ropes course, police/youth dialogues, Crescent Beach, Ironwood Golf, bowling, tennis, Wild Adventures Theme Park, and lunch with officers and Juvenile Probation Officers. The DMC-related educational field trips shall be provided four times per month a minimum of sixty (60) minutes in length each.

B. Service Tasks Limits

All prescribed services shall be provided in a manner consistent with applicable federal and state laws, rules and regulations. The Provider shall ensure all program participants are afforded the opportunity to participate in all programming activities of interest in which the youth is eligible to participate. These opportunities shall be on an ongoing basis throughout the Contract term.

C. Staffing/Personnel

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

1. Staffing Levels and Staff Qualifications

The Provider shall ensure the constant presence of sufficient qualified staff to provide the services listed in order to ensure there shall be no waiting lists for program services and shall monitor staff vacancies to ensure services to youth are not cancelled, postponed, or rescheduled (see below table).

Position Title	Part-Time /Full-Time Position	Job Description	Minimum Qualifications
Program Coordinator	Part-time	Manage and oversee all aspects of the Heroes program. Provide detail of programs, consultants, mentorships, Youth Focus Groups, and DMC Field Trips. Assist with report submissions to DJJ and insure contract compliance. Ensure JJIS/Prevention Web data entry, provide fiscal management, hire and supervise staff, provide direction and guidance for staff and students, monitor ongoing evaluation of project effectiveness, maintain records, and provide	Shall have a minimum of the licensing standard with regard to professional qualifications, applicable licensing and/or certification requirements from his/her respective disciplines. Required to pass the Department's standards regarding background screening. Employment eligibility shall be verified through the

		applicable reports to the Department.	United States Department of Homeland Security's E-Verify System.
Program Specialist/Police Officer	Part-Time	Responsible for identifying youth participating in DMC programs. Assist with Mentoring, transportation and participation with the Heroes program.	Possess Criminal Justice Standards and Training Commission (CJST) Certification in Law Enforcement. Shall have a minimum of the licensing standard with regard to professional qualifications, applicable licensing and/or certification requirements from his/her respective disciplines. Required to pass the Department's standards regarding background screening. Employment eligibility shall be verified through the United States Department of Homeland Security's E-Verify System.
Lead Facilitator	Part-Time	Facilitates Law Enforcement, DMC, Racial and Ethnic Disparities (RED), brain development, Implicit Bias, Procedural Justice, hopes and dreams, role play, understanding perceptions, restorative justice, etc.	Possesses a doctoral degree (PhD). Skilled in mediation and restoration justice. Shall have a minimum of the licensing standard with regard to professional qualifications, applicable licensing and/or certification requirements from his/her respective disciplines. Required to pass the Department's standards regarding background screening. Employment eligibility shall be

			verified through the United States Department of Homeland Security's E-Verify System.
Assistant Facilitator	Part-Time	Assists in facilitation with Law Enforcement, DMC, RED, brain development, Implicit Bias, Procedural Justice, hopes and dreams, role play, understanding perceptions, restorative justice, etc.	Shall have a minimum of the licensing standard with regard to professional qualifications, applicable licensing and/or certification requirements from his/her respective disciplines. Required to pass the Department's standards regarding background screening. Employment eligibility shall be verified through the United States Department of Homeland Security's E-Verify System.
Mentor/Intervention Specialist	Part-Time	Provide mentorship to youth participants to address DMC/RED through educational curriculum and DMC-related activities.	Shall have a minimum of the licensing standard with regard to professional qualifications, applicable licensing and/or certification requirements from his/her respective disciplines. Required to pass the Department's standards regarding background screening. Employment eligibility shall be verified through the United States Department of Homeland Security's E-Verify System.

2. Provider Staffing Schedule and Vacancies

The Provider shall have and utilize a written back-up plan and have adequate qualified staff to fill-in for required Provider staff who may be absent from work (e.g., unexpected emergency, illness, or vacation) to ensure services to youth shall not be canceled or rescheduled.

3. Staff Training

- a. Training shall be specific to the functions and responsibilities of each member. Qualified personnel for the specific topic must provide training.
- b. Staff shall comply with the training requirements as stated in Section III., B., 8., of this Contract.
- c. All staff shall be required to complete additional training requirements if so deemed by the Department. All training costs and expenses associated with training/travel for training Provider's staff are the responsibility of the Provider.

4. Staffing Changes

Changes to the staffing levels and qualifications required in this Contract are not authorized. Any changes to staffing levels 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 Department's Contract Manager.

D. JJIS Contact and Training

The Provider shall be responsible for the accuracy of the information entered into the Juvenile Justice Information System (JJIS) Prevention Web. This responsibility is based on the Department's capability to provide access and utilization to the Provider. The Provider shall designate a lead staff person responsible for ensuring completion and accuracy of the JJIS data entry, including admission and release dates. This staff person shall also be the main contact for the Department's Data Integrity Officer and the Office of Program Accountability. The Department will provide limited assistance to the Provider with JJIS training.

E. 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 JJIS, invoices, and submitted reports.

F. Data Collection

Upon access to the Department's JJIS/Prevention Web system, the Provider shall enter data into the following systems. The responsibility for entering data in JJIS is based on the Department's capability to provide access and utilization to the Provider. The Provider shall contact the Department's Data Integrity Officer in the area to gain appropriate access and secure training within forty-five (45) days of this Contract start date.

- 1. JJIS/Prevention Web: The Provider must enter data into the JJIS/Prevention Web within three business days of youth's admittance to the program. All youth information required in the JJIS/Prevention Web shall be collected and maintained in hard copy format.
- 2. Staff Verification System (SVS): The purpose of the SVS is to create a comprehensive database of employees who work with youth in juvenile justice programs. Each time a supervisor is considering hiring a new employee, the supervisor will be able to access the system to obtain the work history of the individual in juvenile justice programs in Florida. The system will show the programs the person has worked for and will provide a previous employer's name and telephone number for job references. By sharing this information, the Department will be able to ensure that undesirable employees do not move from the Department to a Provider program or from one Provider program to another. F.S. authorizes the sharing of this information for all criminal justice agencies,

including the Department of Juvenile Justice and its Providers. Each Provider will be required to input several data items on each employee including employee name, social security number, date of hire, program where employed, and job title. Once the initial data on all employees is added to the system, Providers will be responsible for updating the list monthly regarding employees who have left their employment and all new hires. The Department's data will be updated via the State of Florida People First system.

3. Program Monitoring & Management (PMM) System: The purpose of the PMM System is to provide a single site for the Department's monitoring process, document storage, deficiency review and corrective actions, and performance measures. Providers will be able to view monitoring reports and enter comments, build Corrective Action Plans (CAPS) to respond to deficiencies, and enter data on performance issues as determined in the Contract or service area.
4. The Provider is required to collect and report to the Department the following data for evaluation purposes:
 - a. Demographic information of youth served: Name, date of birth, race, sex, Social Security Number, date of admission, and date of release;
 - b. Behavior characteristics of youth admitted to the program;
 - c. Types of prevention services provided;
 - d. Documentation of percentage of improvement in self-esteem during the reporting period
 - e. Results of any pre-and post-testing conducted by the program.
5. The Provider is required to maintain data on a monthly basis in each individual participant file and shall enter data in to JJIS as required.
6. 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.
7. The Provider shall participate in the annual Comprehensive Accountability Report (CAR) data verification project for a period of two years following the completion of the current Contract year.
8. 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.
9. 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.
10. The Provider shall complete all necessary close-out procedures for JJIS/Prevention Web once the youth has completed program services.

G. Service Locations and Times

1. Service Locations

The Provider shall maintain a list of all site location(s) and this list shall be provided to the Department's Contract Manager prior to the delivery of services to a youth. A revised (updated) list shall be submitted to the Department's Contract Manager as additions/deletions occur. All services may be provided at varied non-traditional and traditional times and locations conducive to the activity and to the convenience of the youth participant and their families. Management and coordination of program services to youth shall be provided at the site location(s). All youth files shall be maintained and secured at site location(s) of the Provider. All youth files shall be maintained and secured at the administrative location(s) of the Provider and subcontractors (if applicable).

The Provider's administrative offices are located at the following address:

Gainesville Police Department
545 N.W. 8th Avenue
Gainesville, Florida 32601

2. Service Times

Services to youth shall be offered during traditional and non-traditional business hours. The program component known as the Heroes Program shall provide services to youth and operate under the terms of this Contract. The anticipated Heroes Program dates for 2018 are April 9th through August 24th. The Department will not approve services rendered prior to full execution of the Contract signed by both parties. The Provider's key personnel shall be available for contact by the Department during business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday, with the exception of State Holidays.

3. Changes to Service Locations/Times

The Provider is authorized to make changes in the service delivery location(s) following written documentation being provided to the Department's Contract Manager. The Provider's approved subcontractors must provide written documentation from the Provider via the Department's Contract Manager prior to initiating any changes, deletions or additions in service delivery locations.

H. 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 by the Department under a cost reimbursement Contract.
 - b. Expenditure of funds provided by the Department as operational expense dollars.
2. All state-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 chapter 10.300, Rules of the Auditor General. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted, or determined surplus' under the terms of this Contract, shall be returned to the Department upon Contract termination/expiration. 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 Department'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 state-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
5. The Provider shall not use any state-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 Department at conclusion of the Contract.

I. Facility Requirements

All program facilities are Provider or Provider's Subcontractor owned or leased and shall comply with all state and local rules and regulations. The Provider and its Subcontractors shall comply with standards required by fire and health authorities. All building and grounds, equipment and furnishing shall be maintained in a manner that provides a safe, sanitary and comfortable environment for youth, visitors, and employees.

IV. DELIVERABLES

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

The deliverable is a month of Prevention Services in accordance with section III., A., Service Tasks. As a minimum level of service, a youth must receive one Self-Esteem Survey within three business days of program enrollment and at least one of the services identified in section III., A., 3-5. If the Provider fails to perform the minimum level of service, the Provider will be assessed a financial consequence on a monthly basis, based on the following:

- Total of fifty (50) youth (per Budget Year) divided into the total contract amount of (\$45,250.00) = \$950.00 x .50 = \$452.50 financial consequence. The factor of .50 was applied to the above minimum deliverables as other service tasks are performed in conjunction with program services.

V. REPORTS

The Department 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. The following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

Provider	Department
William Halvosa	Amon Bryant
545 N.W. 8 th Avenue	2020 Capital Circle SE
Gainesville, FL 32601	Tallahassee, FL 32399-3100
Telephone: 352-393-7603	Telephone: 850-717-2437
E-mail: HalvosaWT@cityofgainesville.org	Email: Amon.Bryant@dji.state.fl.us

- B. Contract Manager Contact Information Changes: After execution of this Contract, any changes in the contact information to the above Contract Managers may be provided by either party, by written notification to the other party, with a copy of the written notification to be sent to the Department's Bureau of Procurement & Contract Administration. 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 Department's Contract Manager within fifteen (15) days following the end of the month for which services were rendered. Supporting documentation for each deliverable must be included as per Attachment I, Section IV., as well as the Monthly Activity Report. 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 furnished. 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.
3. Monthly Expenditure Report
A list of all expenditures using Contract funds shall be submitted with the Provider's invoice on a quarterly basis.
4. Proof of Insurance
A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration of insurance. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in this Contract.

5. Subcontract(s)
A copy of all subcontracted agreements entered into by the Provider and a subcontractor for services required of the Provider via this Contract, shall be submitted to the Department in advance for review. A signed copy of the subcontract, reviewed by the Department, shall be provided to the Department's Contract Manager prior to the delivery of service to Department youth and payment to the subcontractor.
6. Organizational Chart
The Provider's organizational chart shall be provided upon execution of this Contract, annually, if renewed and upon changes. The organizational chart shall include the programmatic and administrative structure of the Provider's organization.
7. Staff Vacancy Report
The Provider shall provide a complete list of all vacant program positions required by this Contract, and include the position title, position number, date of vacancy, and position description. The Provider shall provide the Department's Contract Manager with an explanation for vacancies which exceed ninety (90) calendar days. Services shall be provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant.
8. Staff Hire Report
The Provider shall provide a complete list of staff hired to fill vacant positions, to include their full legal name, the position title, position number, date of hire, date of background screening, and position description. If any position filled requires specific licensing, certification, or education as required in the Contract, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report.
9. Minority Business Enterprise (MBE) Utilization Report
The Provider shall submit to the Department's Contract Manager, along with each monthly invoice, the MBE Utilization Report listing all payments made for supplies and services to MBEs during the invoice period. The listing shall identify the MBE code for each payment.
10. Information Resource Request (IRR)
All IRR purchases must be in accordance with Section VIII., General Terms & Conditions.
11. Continuity of Operations Plan (COOP)
Prior to the delivery of service, the Provider shall submit a COOP to the Department's Contract Manager, who will route it to the program area Regional Director, Chief Probation Officer (CPO), or Assistant Secretary for approval. 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.
12. Training Plan
The Department provides a training plan to incorporate, at a minimum, all contractual pre-service and in-service training, as outlined in the Provider's Contract related to Rule 63H, F.A.C. A copy of the template can be found at <http://www.djj.state.fl.us/partners/contract-management>.
13. Monthly Activity Report (MAR)
A summary of program services using Contract funds shall be submitted with the Providers invoice on a monthly basis. The report shall also include a summary of collaborative partners, number of sessions participants served, program specific objectives, and program concerns. Changes to this report form may be mutually agreed upon between the Provider and the Department's Contract Manager. A copy of the MAR can be located at: <http://www.djj.state.fl.us/partners/contract-management>.

14. Budget
 The Provider shall submit the budget annually or within thirty (30) days of a requested change to the Department's Contract Manager.

REPORT LIST	FREQUENCY	DUE DATE	DUE TO DEPARTMENT
Invoice	Monthly	15 th day of the following reporting month	Contract Manager
Youth Census Report	Monthly	15 th day of the following reporting month	Contract Manager
Monthly Expenditure Report	Monthly	15 th day of the month following reporting quarter	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Prior to execution	Prior to execution of the subcontract	Contract Manager
Organizational Chart	Upon Contract execution; annually, if renewed; and upon changes	Prior to the delivery of services and annually at renewal thereafter	Contract Manager
Staff Vacancy Report	Monthly	15 th day of the following reporting month	Contract Manager
Staff Hire Report	Monthly	15 th day of the following reporting month	Contract Manager
MBE Utilization Report	Monthly	15 th day of the following reporting month	Contract Manager
Information Resource Request (IRR)	Prior to the purchase of information technology soft/hardware	Prior to the purchase of information technology soft/hardware	Contract Manager
Continuity of Operations Plan(COOP)	Annually	Prior to the delivery of services and annually, if renewed	Contract Manager
Training Plan	Prior to the execution of the Contract; annually	Prior to the execution of the Contract and annually	Staff Development & Training
Monthly Activity Report (MAR)	Monthly	15 th day of the following reporting month	Contract Manager
Budget	Annually, or within thirty (30) days of requested change	Annually, or within thirty (30) days of requested change	Contract Manager

- C. Report Receipt and Documentation
 The Provider shall submit written reports with all required documentation within the timeframes listed above to the correct individuals to become eligible for payment. Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Department's Contract Manager will approve or reject deliverables and reports.

VI. PERFORMANCE MEASURES

The Provider or its approved subcontractors (if applicable) shall meet the following program specific performance measures.

- A. Performance Outcomes
 1. Assessment

Goal: 100% of the participating youth enrolled in the program shall successfully complete the program.

Measure: The number of youth enrolled in the program divided by the total number of youth that successfully complete the program.

Standard: 90% of the participating youth enrolled in the program shall successfully complete the program

Frequency: This shall be reported on an annual basis.

2.

Recidivism

Goal: 100% of youth who successfully complete a program shall remain crime free for twelve (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 twelve (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 Comprehensive Accountability Report that is published annually for similar programs.

Frequency: This shall be reported on an annual basis.

EXHIBIT 6
Self Esteem Survey

Name _____

Date _____

Directions: Please circle the number for each question that best describes your agreement with each statement.

	Strongly Agree	Agree Somewhat	Disagree Somewhat	Strongly Disagree
1. I feel that I'm a person of worth, at least on an equal par with others.	3	2	1	0
2. I feel that I have a number of good qualities.	3	2	1	0
3. All in all, I am inclined to feel that I'm a failure.	3	2	1	0
4. I am able to do things as well as most other people.	3	2	1	0
5. I feel I do not have much to be proud of.	3	2	1	0
6. I take a positive attitude toward myself.	3	2	1	0
7. On the whole, I am satisfied with myself.	3	2	1	0
8. I wish I could have more respect for myself.	3	2	1	0
9. I certainly feel useless at times.	3	2	1	0
10. At times I think that I am no good at all.	3	2	1	0

Administrative use only:

Score _____

Scorer Name _____

Program Name _____

Youth entrance into program date _____

EXHIBIT 6
Self Esteem Inventory Scoring Instrument

Name _____ Date _____

Directions: Please circle the number for each question that best describes your agreement with each statement.

	Strongly Agree	Agree Somewhat	Disagree Somewhat	Strongly Disagree
1. I feel that I'm a person of worth, at least on an equal par with others	3	2	1	0
Score	3	2	1	0
2. I feel that I have a number of good qualities.	3	2	1	0
Score	3	2	1	0
3. All in all, I am inclined to feel that I'm a failure.	3	2	1	0
Reverse Coded Score	0	1	2	3
4. I am able to do things as well as most other people.	3	2	1	0
Score	3	2	1	0
5. I feel I do not have much to be proud of.	3	2	1	0
Reverse Coded Score	0	1	2	3
6. I take a positive attitude toward myself.	3	2	1	0
Score	3	2	1	0
7. On the whole, I am satisfied with myself.	3	2	1	0
Score	3	2	1	0
8. I wish I could have more respect for myself.	3	2	1	0
Reverse Coded Score	0	1	2	3
9. I certainly feel useless at times.	3	2	1	0
Reverse Coded Score	0	1	2	3
10. At times I think that I am no good at all.	3	2	1	0
Reverse Coded Score	0	1	2	3

Scoring:

Points values are as indicated above, with the exception of items 3,5,8,9, and 10 which are reverse coded (score indicated in gray). To score the test, the points values of each response should be summed. A higher score indicates greater self-esteem.

Source: Centers for Disease Control and Prevention, National Center for Injury Prevention and Control. (2005). *Violence-Related Attitudes, Behaviors, and Influences Among Youths: A Compendium of Assessment Tools*, 2nd ed. Atlanta, GA: Dahlberg LL, Toal SB, Swahn M, Behrens CB. Electronic version available: <http://www.cdc.gov/ncipc/pub-res/measure.htm>.

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EXHIBIT 7

Satisfaction Survey

Name _____ Date _____

Directions: Please circle your answer to the following questions.

- | | | |
|---|-----|----|
| 1. Are you satisfied with the program? | Yes | No |
| 2. Do you feel that the program needs improvement? | Yes | No |
| 3. Would you recommend the program to a friend? | Yes | No |
| 4. Are you satisfied with program staff? | Yes | No |
| 5. Are you satisfied with the content of the program? | Yes | No |

Please circle the answer that best describes your feelings.

- | | | | | | |
|---|----------------|-------|---------|----------|-------------------|
| 6. I feel that the program did what it set out to do. | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
| 7. I feel good about the outcome of the program. | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
| 8. The program staff were well trained. | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
| 9. The program staff were helpful. | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
| 10. I think very highly of the program. | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |

Administrative use only:

Score _____

Scorer Name _____

Program Name _____

Youth entrance into program date _____

Source: Centers for Disease Control and Prevention, National Center for Injury Prevention and Control. (2005). *Violence-Related Attitudes, Behaviors, and Influences Among Youths: A Compendium of Assessment Tools*, 2nd ed. Atlanta, GA: Dahlberg LL, Toal SB, Swahn M, Behrens CB. Electronic version available: <http://www.cdc.gov/ncipc/pub-res/measure.htm>.

EXHIBIT 7
Satisfaction Survey Scoring Instrument

Name _____ Date _____

Directions: Please Circle the Answer to the following questions.

1. Are you satisfied with the program?	Yes	No
Score	1	0
2. Do you feel that the program needs improvement?	Yes	No
Score	1	0
3. Would you recommend the program to a friend?	Yes	No
Score	1	0
4. Are you satisfied with the program staff?	Yes	No
Score	1	0
5. Are you satisfied with the content of the program?	Yes	No
Score	1	0

Please circle the answer that best describes your feelings.

6. I feel that the program did what it set out to do.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Score	5	4	3	2	1
7. I feel good about the outcome of the program.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Score	5	4	3	2	1
8. The program staff were well trained.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Score	5	4	3	2	1
9. The program staff were helpful.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Score	5	4	3	2	1
10. I think very highly of the program.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Score	5	4	3	2	1

Scoring:

Sum the scores for each question (scores in gray). Higher scorers indicate greater satisfaction.

Source: Centers for Disease Control and Prevention, National Center for Injury Prevention and Control. (2005). *Violence-Related Attitudes, Behaviors, and Influences Among Youths: A Compendium of Assessment Tools*, 2nd ed. Atlanta, GA: Dahlberg LL, Toal SB, Swahn M, Behrens CB. Electronic version available: <http://www.cdc.gov/ncipc/pub-res/measure.htm>.

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**EXHIBIT 8
COST REIMBURSEMENT LINE ITEM BUDGET**

PROVIDER NAME :	City of Gainesville			
ADDRESS:	545 NW 8 th Avenue Gainesville, Florida 32601			
TYPE OF REQUEST:	New Contract			
CONTRACT #	10583			
Total Contract Term:		FY 17/18	FY 18/19	
Line Item Budget Description		Total Amount	Total Amount	
I. PERSONNEL SERVICES				
(a) SALARIES		\$25,250.00	\$20,000.00	
(b) FRINGE		0	0	
TOTAL PERSONNEL:		\$45,250.00		
II. EXPENSES				
(a) CONTRACTED STAFF/SERVICES/CONSULTANTS		0	0	
(b) TRAINING & SEMINARS		0	0	
(c) RECRUITMENT AND BACKGROUND SCREENINGS		0	0	
(d) CELL PHONE/TELEPHONE/UTILITIES/OFFICE RENT		0	0	
(e) OTHER (PROGRAM ACTIVITIES)		0	0	
(f) TRAVEL		0	0	
TOTAL EXPENSES:		\$0.00		
III. NONEXPENDABLE PROPERTY				
(a) EQUIPMENT		0	0	
(b) PROPERTY		0	0	
TOTAL NONEXPENDABLE PROPERTY:		\$0.00		
IV. ADMINISTRATION				
TOTAL ADMINISTRATION:		\$0.00		
CONTRACT TOTAL BY TERM:		\$25,250.00	\$20,000.00	
MAXIMUM CONTRACT TOTAL:		\$45,250.00		

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

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

Resources awarded by the Department to the Provider are subject to audits and monitoring by the Department, as described in this section.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Provider expends \$500,000 or more in Federal awards in its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. FSAA EXHIBIT 1 to this Contract indicates the Federal resources awarded through the Department by this Contract. In determining the Federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C. of OMB Circular A-133, as revised.
3. If the Provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Provider resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by paragraph 215.97(2)(l), Florida Statutes.

1. In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Provider, the Provider must have a State single audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. FSAA EXHIBIT 1 to this Contract indicates the state financial assistance awarded through the Department by this Contract. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1., the Provider shall ensure that the audit complies with the requirements of subsection 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by paragraph 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Provider expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Provider's resources obtained from other than State entities).

PART III: OTHER AUDIT REQUIREMENTS

Pursuant to paragraph 215.97(8)(n), Florida Statutes, 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, Florida Statutes. 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 OMB Circular A-133, as revised, and required by Part I of this Contract shall be submitted, when required by section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:
 - A. The Department's Contract Manager listed in this Contract.
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:
Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by Part I of this Contract and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for the reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the Provider shall submit the required written notification pursuant to section .320 (e)(2) and a copy of the Provider's audited schedule of expenditures of Federal awards directly to the Department's Contract Manager listed in this Contract.
3. Copies of financial reporting packages required by Part II of this Contract shall be submitted within nine months (270 calendar days) after the end of the Provider's fiscal year and 12 months after the end of the government entities' fiscal year, by or on behalf of the Provider directly to each of the following:
 - A. The Department's Contract Manager listed in this Contract.
 - B. The Auditor General's Office at the following address:
Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Part III of this Contract shall be submitted by or on behalf of the Provider directly to the Department's Contract Manager listed in this Contract.
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Providers, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Provider from the independent auditor in correspondence accompanying the reporting package delivered to the Department.

FSAA EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

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

Federal Program:

Juvenile Justice Delinquency Prevention Allocation to States - CFDA #16.540 - \$ 45,250.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

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

Federal Program:

List applicable compliance requirements as follows:

1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
3. Etc.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) 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 law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

Federal Program

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show the total state financial assistance awarded that is subject to section 215.97, Florida Statutes.

State Project

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT 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: Section .400(d) of OMB Circular A-133, as revised, and subsection 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.