

**RATE AGREEMENT BETWEEN  
STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE**

**AND**

**[PROVIDER]**

**THIS RATE AGREEMENT** is entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE** (hereinafter referred to as the "Department"), whose address is **2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA 32399-3100** and **[PROVIDER NAME]** (hereinafter referred to as the "Provider"), whose address is **[PROVIDER ADDRESS]**, to provide **[SERVICES]**.

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

**I. PERFORMANCE**

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

**II. GOVERNING AUTHORITY**

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

A. State of Florida

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

1. Environmental Protection

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

2. Public Records Access

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

comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Rate Agreement.

**B. Federal Law**

1. If this Rate Agreement contains federal funds, the Provider shall comply with the provisions of 45 CFR Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
2. The Provider agrees no federal funds received in connection with this Rate Agreement may be used by the Provider, or an agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature pursuant to sections 11.062 and 216.347, Florida Statutes.
3. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider shall verify the employment eligibility of provider employees through The United States Department of Homeland Security's E-Verify system as stipulated in the "The E-Verify Program for Employment Verification" Memorandum of Understanding and other applicable guidelines of the U.S. Department of Homeland Security. Violation of such shall be cause for unilateral cancellation of this Rate Agreement by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Rate Agreement.
4. If this Rate Agreement contains in excess of \$10,000 in federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, as supplemented in the Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
5. If this Rate Agreement contains federal funds and provides services to children up to the age of 18, the Provider shall comply with the Pro Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
6. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in or be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Rate Agreement. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38, and Part 39.

**III. RATE AGREEMENT TERMS AND METHOD OF PAYMENT**

**A. Rate Agreement Term**

1. This Rate Agreement shall begin on **(start date)**, or upon full execution, whichever is later, and shall end at **11:59 P.M.** on **(end date)**. In the event the parties sign this Rate Agreement on different dates, the latter date shall be the effective date.
2. The Department may renew this Rate Agreement upon the same terms and conditions, the duration(s) of which may not exceed the term of the original agreement, or three years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and other factors deemed relevant by the Department. Any costs incurred by the Provider for the renewal of this agreement shall not be charged to the Department.
3. Modifications or amendments of provisions of this Rate Agreement shall only be valid when they have been reduced to writing and duly signed by all parties

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observing all the formalities of the original Rate Agreement, with the exception of the Provider and Department contacts identified in Attachment I, Section VII, D Reports. Changes to the contacts will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Rate Agreement file.

**B. Method of Payment**

1. Rate Agreement Amount

Total compensation under this Rate Agreement shall not exceed [XXXXXXX].

*INSTRUCTIONS: insert total amount of agreement funding available above and the specific rate for each level of comp evaluation below: note: quantities are not limited under this rate agreement*

Service/Deliverable	Rate Each
	(1)
	(2)
	(3)

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

1. Rate Agreement Amount

Total compensation under this Rate Agreement shall not exceed [XXXXXXX].

The Department will pay the Provider for XXX beds in arrears at a rate of \$XX.XX per diem for each filled bed and a rate of \$XX.XX per diem for each unfilled bed.

**INSERT FORMULA (COMPLETED BY THE BUREAU OF CONTRACT ADMINISTRATION)**

2. Payment and Submission of the Final Invoice

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

3. Travel

The Department will not pay additional fees for travel under this Rate Agreement.

4. Options

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

5. Reduction of Invoice for Non-Delivery of Service

The Department may reduce the amount of the monthly payment after finding substantial evidence of the Provider's non-delivery of service(s) required by the Rate Agreement, preparing written findings substantiating the Provider's failure to perform, and notifying the Provider of the proposed reduction of the monthly

payment, and providing an opportunity for discussion of the proposed reduction in payment. The amount of any reduction shall be based upon the costs of those services not performed during the payment period.

6. Staff Training Costs

- a. All costs occurring from, or associated with, Department-required training necessary for performance under this Rate Agreement or otherwise required by federal or state law, rule, or Department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider, and as outlined in the Provider's awarded response to the Department's solicitation. Therefore, all training costs are included in the total cost of the services requested. The Department is not responsible for and, therefore, shall not reimburse any additional, itemized training costs, including but not limited to, software, licenses, travel and materials, incurred in the performance of this Rate Agreement other than the Compensation stated in Section III.
- b. Providers must use the DJJ Learning Management System to participate in trainings and document the completion of the required trainings by its employees, agents or subcontractors. For user accounts, the Provider is responsible for reimbursing the Department for the cost of maintaining these accounts in the amount of \$35.00 per full time, part time or volunteer position within the DJJ fiscal year or any portion thereof. Fees for additional users of the system are due within one (1) month of adding the user. All user accounts expire on June 30 and must be renewed. Payment of these costs shall be made to the Department as specified in Attachment L, which may be found at: <http://www.djj.state.fl.us/Providers/contracts/index.html> and are due within one (1) month of the contract start date and annually on July 1 thereafter for the life of the Rate Agreement.

**IV. LIABILITY**

Indemnification

- A. Pursuant to section 768.28(11)(a), Florida Statutes, the Provider agrees it and any of its employees, agents or subcontractors are agents and not employees of the State while acting within the scope of their duties and responsibilities to be performed under this Rate Agreement. The Provider further agrees to indemnify the Department, upon notice of any liabilities caused by the Provider or its employees' or agents' negligent or tortious acts or omissions within the scope of their employment under this Rate Agreement up to the limits of sovereign immunity as set forth in Florida law. The Provider further agrees to defend the Department and hold it harmless, upon receipt of the Department's notice of claim of indemnification to the Provider, against all claims, suits, judgments, damages or liabilities, including court costs and attorneys' fees incurred by the Department because of the negligent or tortious acts of the Provider or its employees, agents or subcontractors.
- B. The Provider is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, and of its officers, employees, and agents thereof, including volunteers, vendor and subcontractors, or youth of or visitors to the program. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto.

**V. TERMINATION**

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

A. Department Convenience

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

B. Provider Convenience

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

C. Default

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

D. Lack of Funding

In the event funding for this Rate Agreement becomes unavailable, the Department may terminate the Rate Agreement upon no less than thirty (30) days written notice to the Provider.

**VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS**

MyFloridaMarketPlace Transaction Fee

A. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), F.S., all payments made on vendor contracts shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

1. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

2. The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the Rate Agreement.

3. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

B. On a monthly calendar basis, each vendor registered in MyFloridaMarketPlace shall report its business activity relating to State contracts using Form PUR 3776 (08/04), which is hereby incorporated by reference.

1. The vendor shall report (i) the total amount of payments received against State contracts during the reporting period (excluding Purchasing Card transactions occurring after June 30, 2004), (ii) the portion of that total that is exempt from the Transaction Fee pursuant to Rule 60A-1.032, F.A.C., (iii) the amount of Transaction Fees that have been automatically deducted by the system, and (iv) the amount of Transaction Fees that have been billed by the system but not automatically deducted.

2. With its report, the vendor shall include payment of any Transaction Fee amounts due for the reporting period that have not been automatically deducted.

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Amounts due include both the amount billed during the reporting period and any amounts not billed but otherwise due (e.g., sales to non-State entities eligible to purchase from State contracts).

3. A report is required only when fee-eligible payments have been received during the reporting period (no report is required if all payments are exempt from the Transaction Fee); provided, however, that if total Transaction Fees due are less than \$50, a vendor may carry over the balance to the next reporting period.
4. All information provided by the vendor is material and will be relied upon by the Department of Management Services in administering MyFloridaMarketPlace. Failure to file a report shall be deemed a representation by the vendor that it received no reportable payments for the period and that it owes no Transaction Fees. Any knowing and material misstatement shall be treated as fraudulent concealment from the State of the true facts relating to the conduct of the vendor's business with the State. A misrepresentation shall be punishable under law, and shall be grounds for precluding the vendor from doing future business with the State.

### C. Federal Financial Assistance (IF APPLICABLE)

Rate Agreements that are funded, in whole or in part, by federal financial assistance require the following, as applicable:

1. Compliance with OMB Circular A-133 – Audits of States, Local Governments and non-Profit Organizations
2. Compliance with OMB Circular A-21 – Cost Principles for Educational Institutions (2 CFR, Part 220); A-87 – Cost Principles for State, Local and Indian Tribal Governments (2 CFR, Part 225); or A-122 – Cost Principles for Non-Profit Organizations, as appropriate (2 CFR, Part 230)
3. Compliance with OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments
4. Compliance with OMB Circular A-110 – Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (2 CFR, Part 215)

This circular also applies to sub-awards made by state and local governments to organizations covered by the circular and provides that:

- a. A grant may be charged only allowable costs resulting from obligations incurred during the specified funding period.
- b. Any balance of un-obligated cash that has been advanced or paid that is not authorized to be retained for other projects must be refunded to the federal government.
- c. Any funds paid in excess of the amount to which the recipient is finally determined to be entitled, under the terms and conditions of the award, constitutes a debt to the Federal government

### D. Financial Audit Compliance

1. The Provider shall provide to the Department an audit in accordance with the requirements of the Florida Single Audit Act (Exhibit ?), as applicable. Information regarding this audit is specified in Exhibit 2 of this Contract.
2. This audit 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 a governmental agency's fiscal year.
3. The Catalog of State Financial Assistance number for this program is **CSFA #XX.XXX.**

**OR**

3. The Catalog of Federal Domestic Assistance number for this program is **CFDA #.**

## VII. RECORDS REQUIREMENTS

### A. Record Retention

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five (5) years in accordance with chapters 119 and 257, Florida Statutes, and the Florida Department of

State Record Retention Schedule located at <http://dliis.dos.state.fl.us/recordsmgmt>. The Provider shall maintain youth records, which are programmatic in nature in a secure location with access limited to duly authorized Department and Provider staff. Upon expiration of this Rate Agreement, the Provider shall return all youth records to the Department. The Provider shall ensure these records are available at all reasonable times to inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department. In the event any work is subcontracted, the Provider shall require each subcontractor to maintain and allow access to such records for audit purposes in the same manner. The Provider shall retain sufficient records demonstrating its compliance with the terms of this Rate Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, Comptroller, or Auditor General access to such records upon request. The Provider shall ensure that all working papers are made available to the Department, or its designee, Comptroller, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

**B. Transfer of Records**

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

**VIII. GENERAL TERMS & CONDITIONS**

**A. Incorporated By Reference**

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

**B. Order of Precedence**

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

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

If the Rate Agreement is silent on matters relating to health services, the Provider shall follow applicable law and Department policy and manuals.

**C. Rights, Powers and Remedies**

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

**D. Third Party Rights**

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

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

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Rate Agreement shall be purchased from the corporation identified under chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in sections 946.515(2) and (4), Florida Statutes. For purposes of this Rate Agreement, the person, firm or other business entity carrying out the provisions of this Rate Agreement shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

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

P.R.I.D.E.  
12425 28<sup>th</sup> Street North, Suite 103  
St. Petersburg, Florida 33716  
Telephone (727) 572-1987  
<http://www.pride-enterprises.org/>

F. Legal and Policy Compliance

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

G. Convicted Vendor List

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

H. Discriminatory Vendor List

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

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

I. Copyrights and Right to Data

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

J. Assignments and Subcontracts

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



Agreement 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 Rate Agreement 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 Rate Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by [PROVIDER], and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.

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

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Rate Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes. For purposes of this rate agreement the person, firm, or other business entity carrying out the provisions of this rate agreement 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](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 Rate Agreement 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 Rate Agreement, for the health, safety and welfare for the youth assigned to it by the Department.

N. Insurance

1. The Provider shall maintain, if applicable, the following types of insurance listed below during the entire period of this Rate Agreement and submit proof of maintenance to the Department on an annual basis.

a. Commercial General Liability with a minimum limit of \$500,000.00 per occurrence and \$1,000,000.00 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury, advertising liability, and medical payments.

2. The Provider shall maintain Worker's Compensation and Employers' liability insurance as required by Chapter 440, Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person and \$500,000 policy aggregate.

3. The Rate Agreement shall not limit the types of insurance the Provider may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under the Rate Agreement.

4. All insurance shall be in effect before the Provider commences services under this Rate Agreement or takes possession of Department-furnished property. The Provider shall deliver all Certificates of Insurance to the Department before the Department provides any funds. A Florida-regulated insurance company or an eligible surplus lines insurance carrier shall write all insurance. The Certificates shall be completed and signed by authorized Florida Resident Insurance Agents

or Florida Licensed Nonresident Insurance Agents and delivered to the Department's Contract Manager. All certificates shall be dated and contain:

- a. The name of the Provider, the program name, the name of the insurer, the name of the policy, its effective date, and its termination date;
- b. The State of Florida listed as an Additional Named insured for policies of General Liability and Automotive Liability;
- c. A statement the insurer will mail a notice to the Department's Contract Manager at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy; and
- d. All coverage required in this Rate Agreement.

O. Suspension of Work

The Department may, in its sole discretion, suspend any or all activities under the Rate Agreement, 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 Rate Agreement. 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, Florida Statutes, 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, Florida Administrative Code, Central Communications Center, the Provider shall comply with all Department incident reporting requirements. 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 within three (3) business days of the arrest. This procedure shall require the imposition of corrective action for noncompliance. Programs must comply with the reporting requirements as outlined in the Department's incident reporting policy.

3. Background Screening

The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Provider shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, Florida Statutes and the Department's background screening policy (FDJJ 1800 Revised 12/3/15). Failure to comply with the Department's background screening requirements may result in termination of the Rate Agreement.

Q. Monitoring

## RATE AGREEMENT #

The Department will conduct periodic unannounced and announced programmatic and administrative monitoring to assess the Provider's compliance with this Rate Agreement and applicable federal and state laws, rules and Department policies and procedures. 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 Rate Agreement, and interview any clients 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 Rate Agreement.

### R. Financial Consequences

1. Financial consequences shall be assessed for Rate Agreement non-compliance or non-performance in accordance with the FDJJ Policy #2000, and the Department Contract Monitoring Guidelines, Chapter 2, (available on the Department's website) for the following:
  - a. Failure to submit a Corrective Action Plan (CAP) within the specified time frame(s);
  - b. Failure to implement the CAP for identified deficiencies 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 timeframes.
2. By executing a Rate Agreement, 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. **(Choose as appropriate for the specific service)**
  - *For Medical, Mental Health and Psychiatric Services: Total monthly value of contract X 1.0% = Financial Consequence Imposition of consequences shall be per deficiency per day*
3. Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The 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 that is outlined in **Section T.**, Dispute Resolution, of the Rate Agreement, outlining any extenuating circumstances that prevented them from correcting the deficiency(ies).

### S. Confidentiality

1. Pursuant to section 985.04, Florida Statutes, all information obtained in the course of this Rate Agreement 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 Rate Agreement. 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 Rate Agreement 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 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 of this paragraph shall survive the Rate Agreement.

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 Rate Agreement.

T. Dispute Resolution

Any dispute concerning compliance and/or performance of this Rate Agreement 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.

U. Severability

If a court deems any provision of this Rate Agreement 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.

V. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Provider, by execution of this Rate Agreement, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with the Department by any federal department or agency, pursuant to 34 CFR, Part 85, Section 85.510. The Provider shall notify the Department if, at any time during this Rate Agreement, it or its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with the Department by any federal department or agency. The list of excluded entities is available at <http://www.epls.gov/>.

W. MIS Security

In accordance with Rule 71A-1.005 (1)-(5) F.A.C., Contractors, Providers, and Partners employed by the Department or acting on behalf of the Department shall comply with all applicable security policies, and employ adequate security measures to protect the Department's information, applications, data, resources, and services. When applicable, network connection agreements shall be executed for third-party network connections prior to connection to the Department's internal network.

**IX. CAPTIONS**

The captions, section numbers, article numbers, title and headings appearing in this Rate Agreement 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 Rate Agreement, nor in any way effect this Rate Agreement and shall not be construed to create a conflict with the provisions of this Rate Agreement.

**X. ATTACHMENTS AND EXHIBITS TO BE INCLUDED AS PART OF THIS RATE AGREEMENT**

- Attachment I: Services to be Provided
- Exhibit 1: Invoice
- Exhibit 2: Rate Agreement Census Report
- Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report

This Rate Agreement 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 Rate Agreement 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 Rate Agreement, unless otherwise provided herein.

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

PROVIDER  
**XXXXXXXXXXXXXXXX**

STATE OF FLORIDA  
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: TIMOTHY NIERMANN

TITLE: \_\_\_\_\_

TITLE: DEPUTY SECRETARY

DATE \_\_\_\_\_

DATE: \_\_\_\_\_

VENDOR NUMBER: **XXXXXXXXXXXXXXXX**

**THIS RATE AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES**

**ATTACHMENT I  
SCOPE OF SERVICES**



**EXHIBIT 1**  
**FLORIDA DEPARTMENT OF JUVENILE JUSTICE**  
**INVOICE FOR FIXED PRICE OR FIXED FEE RATE AGREEMENT/GRANT**

**RATE AGREEMENT #**

**SECTION I:**

Provider (Payee) Name:	Rate Agreement/Grant No.:
Remittance Address:	<sup>1</sup> Invoice Number:
Program Name:	Invoice Date:
Service Address:	Service Period From:
FEID#:	Service Period To:

**SECTION II:**

A	B	C	D	E
Unit of Service or Description	Total Number of Units	Total Number of Days	Unit Costs	Total Costs
Payment Amount Requested →				

**SECTION III:**

**CERTIFICATION**

- I certify that the expenditures incurred under this contract/grant are for commodities or services, which are reasonable, necessary, allowable and allocable, and the expenditures directly relate to the purpose of the contract/grant.
- I certify that the services this individual or entity have provided services in accordance with the terms and conditions specified in the contract/grant.
- I certify that this individual or entity, in accordance with the terms and conditions specified in the contract/grant, maintains any documents and proof of payment supporting the expenditures.

Signature of Provider Agency Official	Type or Print Name & Title	Telephone & Ext.	Date
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**SECTION IV:**

**FOR DEPARTMENT USE ONLY**

Date Invoice Was Received	Date Goods Or Services Were Received	<sup>2</sup> Date Goods Or Services Were Inspected And Approved	SIGNATURE & TITLE Of Person Approving Invoice For Payment	PRINT Name Of Person Approving Invoice	Telephone #	Signature/Date	
Org Code	Exp Option	Object Code	Amount	Org Code	Exp Option	Object Code	Amount
1.			\$	4.			\$
2.			\$	5.			\$
3.			\$	6.			\$

<sup>1</sup>Assigned by the Provider or use the Contact number/2-digit month/2-digit year format. For example, the invoice number for March 2011 for contract X1234 would be "X1234/03/11". The invoice number must match the number on the "Summary of Contractual Services Agreement/Purchase Order" form.

<sup>2</sup>Goods/Services have been satisfactorily received and payment is now due.

**RATE CENSUS REPORT  
EXHIBIT 2**

PROGRAM NAME: \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_ FOR THE MONTH OF: \_\_\_\_\_

CLIENT NAME	CLIENT ID NUMBER	DAYS OF THE MONTH																														CLIENT DAYS				
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		31			
1.																																				
2.																																				
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17.																																				
18.																																				
19.																																				
20.																																				
21.																																				
22.																																				
																																				<b>TOTAL CLIENT SERVICE DAYS</b>

**PLACE AN "X" FOR EACH DAY THE YOUTH IS IN THE PROGRAM AND/OR RECEIVING SERVICES.  
NO. OF DAYS = HOUSING (H) \_\_\_\_\_**

\_\_\_\_\_  
**SIGNATURE OF PROVIDER AGENCY OFFICIAL**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



**EXHIBIT 3  
FLORIDA MBE UTILIZATION REPORT**

**RATE AGREEMENT #:** \_\_\_\_\_ **CONTRACT MANAGER:** \_\_\_\_\_

**REGION:** \_\_\_\_\_ **CIRCUIT:** \_\_\_\_\_ **LOCATION (COUNTY):** \_\_\_\_\_

**PROGRAM NAME:** \_\_\_\_\_

**PROVIDER NAME:** \_\_\_\_\_ **INVOICE MONTH:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **INVOICE AMOUNT:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **RATE AGREEMENT AMOUNT:** \_\_\_\_\_ **(ANNUAL) BUSINESS CLASSIFICATION CODE** \_\_\_\_\_

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

Business Classification

- A – Non Minority
- B – Small Bus (State)\*
- C – Small Bus (Federal)
- E – Government Agency (local)
- G – P.R.I.D.E. M – Non Minority Women  
(Formerly American Women)

Certified MBE\*\*

- H – African American
- I – Hispanic
- J – Asian/Hawaiian
- K – Native American
- R – Non Minority Women  
(Formerly American Women)

Non Certified MBE\*\*

- N – African American
- O – Hispanic
- P – Asian/Hawaiian
- Q – Native American

Non Profit Organization

- S – 51% or more Minority Workforce
- T – 51% or more Minority Workforce

**INSTRUCTIONS**

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

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

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

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

**PROVIDER SIGNATURE:** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

