

ATTACHMENT G

CONTRACT BETWEEN

STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE

AND

[PROVIDER]

THIS CONTRACT is entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE** (hereinafter referred to as the "Department"), whose address is **2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA 32399-3100** and **[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 Contract, the Department and the Provider do hereby agree:

I. PERFORMANCE

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

II. GOVERNING AUTHORITY

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

A. State of Florida

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

1. Environmental Protection

- a. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this Contract shall be procured in accordance with the provision of Section 403.7065, Florida Statutes.
- 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 Contract.

2. Public Records Access

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

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this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

B. Federal Law

1. If this Contract contains federal funds, the Provider shall comply with the provisions of 45 CFR Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
2. If this Contract contains federal funds and is over \$100,000.00 the Provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq), section 508 of the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et seq), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
3. The Provider agrees no federal funds received in connection with this Contract may be used by the Provider, or an agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature pursuant to sections 11.062 and 216.347, Florida Statutes.
4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider shall verify the employment eligibility of provider employees through The United States Department of Homeland Security's E-Verify system as stipulated in the "The E-Verify Program for Employment Verification" Memorandum of Understanding and other applicable guidelines of the U.S. Department of Homeland Security. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.
5. If this Contract contains in excess of \$10,000 in federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, as supplemented in the Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
6. If this Contract contains federal funds and provides services to children up to the age of 18, the Provider shall comply with the Pro Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
7. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in or be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38, and Part 39.

III. **CONTRACT TERMS AND METHOD OF PAYMENT**

- A. Contract Term (include renewal options if applicable)

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1. This Contract 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 Contract on different dates, the latter date shall be the effective date.
2. The Department may renew this Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original contract, or three years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and other factors deemed relevant by the Department.
3. Modifications or amendments of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original Contract, with the exception of the Provider and Department contacts identified in Attachment I, Section VII, D **(CHECK REFERENCE)**, 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 Contract file.

B. Method of Payment

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

1. Contract Amount

Total compensation under this Contract shall not exceed [\$XXXXXX].

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 CONTRACTS)

2. Payment and Submission of the Final Invoice

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

3. Travel

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

4. Options

The Department reserves the right to exercise one or more options (a. or b. below) in the event the Department's needs for programming change. The Department will allow the Provider thirty (30) days to assess any requested increased units of service or changes in services. If agreed upon by both parties, the Provider shall submit to the Department, in writing, an implementation plan to accommodate the proposed increased units of service or changes in services. Upon Department approval of the implementation plan, 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

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Contract Dollar Amount. (RESIDENTIAL ONLY - However, the Program Operations (base care and custody) per diem, which does not include Mental Health Overlay Services (MHOS), Residential Substance Abuse Treatment Overlay Services (RSAT overlay services), or other overlay services, shall not exceed the per diem amount specified in the Contract.)

a. Option for Increased Units of Service

The Department has the option to modify the Contract, by exercising the option to increase units of service by an amount not to exceed an additional fifty percent (50%) of the base number of units of service in the original Contract. Any increase in units of service shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Delivery of additional units of service shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.

b. Option for Changes in Contract Services

The Department has the option to modify the Contract, including adding or reducing services and/or program capacity, and changing the restrictiveness level, gender type served in the program or location of the program during the Contract term. The optioned services shall be consistent with and/or enhance the original intent and purpose of the original Contract. The optioned services may not commence before execution of the amendment. Delivery of changed services shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.

5. Reduction of Invoice for Non-Delivery of Service

The Department may reduce the amount of the monthly payment after finding substantial evidence of the Provider's non-delivery of service(s) required by the Contract, 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. Supplemental Expenditure

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

7. Staff Training Costs

a. All costs occurring from, or associated with, Department-required training necessary for performance under this Contract or otherwise required by

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federal or state law, rule, or Department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider, and as outlined in the Provider's awarded response to the Department's solicitation. Therefore, all training costs are included in the total cost of the services requested. The Department is not responsible for and, therefore, shall not reimburse any additional, itemized training costs, including but not limited to, software, licenses, travel and materials, incurred in the performance of this Contract other than the Compensation stated in Section III.

- b. For CORE licenses, the Provider is responsible for annually reimbursing the Department for the cost of securing these licenses in the amount of \$35.00 per FTE position as found in the Provider's approved budget. Payment for 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 every year thereafter for the life of the Contract.

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 Contract. 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 Contract 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. **(CHECK THIS REFERENCE WITH THE SCOPE FOR ACCURACY)**, of this Contract.

- A. Department Convenience
The Department may terminate this Contract, in whole or in part, without cause, for its convenience, and without additional cost to the Department, by giving no less than thirty (30) days written notice to the Provider.
- B. Provider Convenience
The Provider may terminate this Contract, without cause, for its convenience, by giving no less than ninety (90) days written notice to the Department, unless both parties mutually agree in writing to a different notice period. The Provider shall be operating in a state of compliance with the terms and conditions of the Contract at the time the notice is issued and shall remain compliant for the duration of the performance period. The Provider shall 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

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The Department may terminate this Contract, 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 Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost).

D. Lack of Funding

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

E. Scrutinized Companies List (If applicable, i.e. Contracts Over \$1,000,000.00)

In executing this Contract, the Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the Provider agrees the Department may immediately terminate this Contract for cause if the Provider is found to have submitted a false certification or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

VI. **FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS**

The Department has determined that this is a Vendor contract.

A. Vendor Contracts - MyFloridaMarketPlace Transaction Fee (IF APPLICABLE)

1. 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.
 - a. 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.
 - b. The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the Contract.
 - c. 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.
2. 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.
 - a. 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,

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- 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.
- b. With its report, the vendor shall include payment of any Transaction Fee amounts due for the reporting period that have not been automatically deducted. Amounts due include both the amount billed during the reporting period and any amounts not billed but otherwise due (e.g., sales to non-State entities eligible to purchase from State contracts).
 - c. 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.
 - d. All information provided by the vendor is material and will be relied upon by the Department of Management Services in administering MyFloridaMarketPlace. Failure to file a report shall be deemed a representation by the vendor that it received no reportable payments for the period and that it owes no Transaction Fees. Any knowing and material misstatement shall be treated as fraudulent concealment from the State of the true facts relating to the conduct of the vendor's business with the State. A misrepresentation shall be punishable under law, and shall be grounds for precluding the vendor from doing future business with the State.

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

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five (5) years in accordance with chapters 119 and 257, Florida Statutes, and the Florida Department of State Record Retention Schedule located at <http://dlis.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 Contract, the Provider shall return all youth records to the Department. The Provider shall ensure these records are available at all reasonable times to inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department. In the event any work is subcontracted, the Provider shall require each subcontractor to maintain and allow access to such records for audit purposes in the same manner. The Provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, Comptroller, or Auditor General access to such records upon request. The Provider shall ensure that all working papers are made available to the Department, or its designee, 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 Contract, the Provider shall cooperate with the Department to facilitate the transfer and return of records to the Department, at no cost to the Department. All records provided to or developed by the Provider for this Contract are the property of the Department.

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

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

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B. Order of Precedence

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

1. Contract document including any attachments, exhibits, and amendments;
2. The Request for Proposals, Invitations to Bid, Invitations to Negotiate, exhibits, and appendices, including any addenda;
3. 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 Contract 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 Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

D. Third Party Rights

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

E. P.R.I.D.E

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under chapter 946, 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 Contract, the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

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

P.R.I.D.E.

12425 28th 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 Contract. The Provider shall also comply with and the Department will monitor and evaluate the services provided under this Contract in accordance with all Department policies, and procedures that are in effect on the date that this Contract is fully executed.
2. The Provider is not responsible for complying with subsequent changes to Department policies or procedure that may affect the services provided under this Contract unless the Department and the Provider negotiate otherwise. Such negotiation shall be reduced to writing through a contract amendment that is mutually agreed upon by both parties. However, the Department cannot waive a Provider's compliance to subsequent changes to any local, state, and federal laws, rules, regulations or codes.
3. The Provider shall obtain any licenses and permits required for services performed under this Contract and maintain such licenses and permits for the duration of this Contract.
4. Any and all waivers of Department policies, procedures, or manuals shall be reduced to writing and shall be maintained in the Contract Manager's file.

G. Convicted Vendor List

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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. Scrutinized Companies List

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

I. Copyrights and Right to Data

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

J. Assignments and Subcontracts

The Provider shall not assign responsibility of this Contract to another party, subcontract for any of the work contemplated under this Contract, or transfer program services to another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not be deemed in any event to 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 (*Provider's name*) 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 Handicapped (RESPECT)

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for

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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 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 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 Contract 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.
 - b. Automobile Liability Insurance shall be required and shall provide bodily injury and property damage liability covering the operation of all vehicles used in conjunction with performance of this Contract, including hired and non-owned liability coverage:
 - 1) With a minimum limit for bodily injury of \$250,000 per person;
 - 2) With a minimum limit for bodily injury of \$500,000 per accident;
 - 3) With a minimum limit for property damage of \$100,000 per accident; and/or
 - 4) With a minimum limit for medical payments of \$10,000 per person.
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 Department shall maintain insurance for all Department-furnished real and personal property in Department-owned or leased facilities that are utilized by the Provider to deliver services under this Contract. For those services that are not delivered in Department-owned or leased facilities, the Provider shall procure and maintain "fire and extended coverage" for all property, furnishings and equipment furnished by the Department in an amount equal to its full insurable replacement value. The Department shall be named as a loss payee on these policies.
4. The Contract 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 Contract.
5. All insurance shall be in effect before the Provider commences services under this Contract or takes possession of Department-furnished property. The Provider shall deliver all Certificates of Insurance to the Department before the Department provides any funds. A Florida-regulated insurance company or an

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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 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, 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 will ensure that all Provider staff, and its subcontractors, fully cooperate with the Office of the Inspector General staff and/or other Department staff conducting audits, investigations, or reviews. The Provider shall, as directed by the Department, conduct Program Reviews of incidents reported to the Department. Program Reviews will be conducted by Provider staff certified by the Department as Program Review Specialists.

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

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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 7/30/10 with corrections on 8/12/10). 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, Florida Statutes, 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 (6) 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, procedures and manuals that are in effect on the date that this Contract is fully executed, unless otherwise negotiated in writing between the Department and the Provider.
4. The Provider may ensure a minimum of one (1) 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 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. 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 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 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 the FDJJ Policy #2000, and the Department Contract Monitoring Guidelines, Chapter 2, (available on the Department's website) for the following:

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- a. Failure to submit a Corrective Action Plan (CAP) within thirty (30) calendar days of the Monitoring Visit;
 - 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 Contract, 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 Facility Based Services: Total contracted beds/slots X per diem rate X 5.0% = 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 XXX.**, Dispute Resolution, of the Contract, outlining any extenuating circumstances that prevented them from correcting the deficiency(ies).

T. Confidentiality

1. Pursuant to section 985.04, Florida Statutes, 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 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 Contract.
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 April 14, 2000), 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.

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- 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 Debarment, Suspension, Ineligibility and Voluntary Exclusion
The Provider, by execution of this Contract, 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 Contract, it or its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contract with the Department by any federal department or agency. The list of excluded entities is available at <http://www.epls.gov/>.
- X. 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 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. 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 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: Invoice
- Exhibit 2: Contract Census Report
- Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report
- Exhibit 4: Department-Furnished Property Inventory (if applicable)
- Exhibit 5: Lease Documents (if applicable)

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

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

PROVIDER
XXXXXXXXXXXXXX

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: _____

SIGNED BY: _____

ATTACHMENT G

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

DATE _____ DATE: _____

VENDOR NUMBER: XXXXXXXXXX

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

SAMPLE

ATTACHMENT G

ATTACHMENT I
SCOPE OF SERVICES
(PROVIDED BY THE PROGRAM AREA)

SAMPLE



EXHIBIT 1
ATTACHMENT 6 FLORIDA DEPARTMENT OF JUVENILE JUSTICE
 INVOICE FOR FIXED PRICE OR FIXED FEE CONTRACT/GRANT

Contract# XXXXX

SECTION I:

Provider (Payee) Name:	Contract/Grant No.:
Remittance Address:	¹ 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	² 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.			\$

¹Assigned 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.

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

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EXHIBIT 3
FLORIDA MBE UTILIZATION REPORT

CONTRACT #: _____ CONTRACT MANAGER: _____

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

PROGRAM NAME: _____

PROVIDER NAME: _____ INVOICE MONTH: _____

ADDRESS: _____ INVOICE AMOUNT: _____

TELEPHONE: _____ CONTRACT 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.**

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

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

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

PROVIDER SIGNATURE: _____ TITLE _____

PRINT NAME: _____ DATE: _____

