

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.

Commented [DLR1]: This section is standard language in your contract.

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.

Commented [DLR2]: This section is standard language in your contract.

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.

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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.

Commented [DLR3]: This is standard language in your contract detailing requirements if the funding for your contract involves federal dollars. Reporting can be more extensive for federal requirements.

Commented [DLR4]: Please be sure that you have worked with your contract manager to comply with this criteria. As stated in the Executive Order No. 11-02 by the Governor, we cannot do business with you unless you have complied with this federal requirement.

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 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**

Commented [DLR5]: This section tells you the duration of your contract and options for renewal.

It will also tell you how you will be paid (the method).

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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 [XXXXXX].

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 [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 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

Commented [DLR6]: Please note that if your contract allows for travel reimbursement you must use F.S. 112.061 guidelines for preparing a travel voucher. This statute outlines what costs are allowable, and specifies amounts to be reimbursed for various travel related expenditures.

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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 agreement start date and annually on July 1 thereafter for the life of the Rate Agreement.

Commented [DLR7]: Please get with your contract manager to find out the needed trainings for your program.

Commented [DLR8]: The Department's Learning Management System is called Skill Pro. Accounts are tied specifically to the staff person and are not transferrable.

Commented [SoF9]: Some rate agreements (comp evals and mental health providers) are exempt from SkillPro, please get with you contract manager to find out if you are exempt.

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

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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 notify the Department's Contract Manager via the United States Post Office or delivery service that provides verification of delivery or hand delivery.

C. Default

The Department may terminate this 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. 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).

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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.

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://dls.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.

Commented [DLR10]: Contracted providers are subject to the same record retention requirements that DJJ must comply with.

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- 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 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 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.

Commented [DLR11]: PRIDE should always be the first source for purchasing commodities or services paid for with DJJ funding. Justification for purchasing from someone other than PRIDE must be justified and approved by the contract manager.

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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.

Commented [DLR12]: This section lets you know if you are able to subcontract for any of the services you are contractually obligated to provide. If your contract allows for subcontracting, please make sure to provide a copy of the proposed agreement to your contract manager for review prior to execution. The manager will provide notification back to the provider of the Department's decision regarding the review of the subcontract.

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'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 Severely Handicapped Non-Profit Agency (RESPECT)

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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

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 of 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

Commented [DLR13]: Insurance Certificates must contain the specific information outlined here. Please get with your contract manager on this requirement if you are not sure of your requirements.

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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 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

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 4/10/14). Failure to comply with the Department's background screening requirements may result in termination of the Rate Agreement.

Q. Monitoring

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

Commented [DLR14]: It is important the you become familiar with this FAC as it outlines specific incidents that are required to be reported and the timelines for reporting those incidents.

Commented [DLR15]: All employees who have any direct interaction with the youth at the program must be background screened according to Department policy prior to any interaction with the youth. It is the contractors responsibility to ensure this interaction does not take place. Background screening records will be monitored by the contract manager as well as be reviewing during annual and/or supplemental monitoring events.

Commented [SoF16]: Please make sure to comply with "the Annual Affidavit of Compliance with Level 2 Screening Standards", which is the form used each year by Providers to confirm that all employees and volunteers working in their facility or program have been properly screened. This form is completed and submitted to the BSU before January 31 of each year.

Commented [DLR17]: By way of a prioritization tool, each program will be subject to compliance monitoring. The frequency of the monitoring events will be determined by the quarterly prioritization assessment conducted by the Department.

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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 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 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).

Commented [DLR18]: It is important to understand that financial consequences can be imposed if the provider is consistently non-compliant with contract terms and conditions, or performance standards.

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 April 14, 2000), if applicable under this Rate Agreement.

T. Dispute Resolution

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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.
- X. The Provider is required to input data into the Department's Program Monitoring & Management (PMM) System and Staff Verification System (SVS) computer applications during the term of this Rate Agreement. **(not required for Comp Eval providers)**

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
XXXXXXXXXXXXXX

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: _____

RATE AGREEMENT #

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

VENDOR NUMBER: XXXXXXXXXX

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

**ATTACHMENT I
SERVICES TO BE PROVIDED**

Commented [WC19]: This is where your scope of work, deliverables, performance outcomes and measures will be detailed.

I. GENERAL DESCRIPTION

General Description of the Services

The Provider shall provide gender-specific wilderness expeditions to a minimum of two hundred (200) boys and girls between the ages of twelve (12) to seventeen (17) who are at-risk for formal involvement in the juvenile justice system in the following counties: Brevard, Broward, Duval, Flagler, Lake, Miami-Dade, Monroe, Orange, Osceola, Palm Beach, Polk, Seminole, St. John's and Volusia. The Provider shall deliver XX services that include, but are not limited to, 20-day wilderness expeditions and a 20-day follow-up component.

General Services to be Provided

The Provider shall deliver educational wilderness expedition services.

Authority for Specific Contracted Program Services

Authority for specific contracted program services is found in Chapter 985, Florida Statutes and gives the Department of Juvenile Justice the authority to develop and implement effective programs to prevent delinquency, to divert children from the traditional juvenile justice system, to intervene at an early stage of delinquency and to provide critically needed alternatives to institutionalization and deep-end commitment; provide well trained personnel, high-quality services, and cost effective programs within the juvenile justice system.

Service Limits

The Provider shall provide services to youth who meet the eligibility criteria contained in this Contract. The Provider shall not be reimbursed for services rendered outside the terms of this Contract.

Major Goal(s) of the Program/Service

The goal of these prevention services is to divert youth that pose no real threat to public safety away from the juvenile justice system through programming that will provide a safe environment and provide youth and their families' positive alternatives for delinquent behavior.

Definitions

1. XX: A child for whom there is no pending investigation into an allegation or suspicion of abuse, neglect, or abandonment; no pending referral alleging the child is delinquent; or no current supervision by the Department of Juvenile Justice or the Department of Children and Family Services for an adjudication of dependency or delinquency. The child must also be found by the court:
 - a. To have persistently run away from the child's parents or legal custodians despite reasonable efforts of the child, the parents, or legal custodians, and appropriate agencies to remedy the condition contributing to the behavior, and/or
 - b. To be habitually truant from school, while subject to compulsory school attendance, despite reasonable efforts to remedy the situation pursuant to and through voluntary participation by the child's parents or legal custodians and by the child in family counseling services and treatment offered, and/or
 - c. To have persistently disobeyed the reasonable and lawful demands of the child's parents or legal custodian, and to be beyond their control despite efforts by the child's parents or legal custodian and to be beyond their control despite effort by the child's parent or legal custodians and appropriate agencies to remedy the conditions contributing to the behavior (also referred to as ungovernable).
2. XX A family that has a child for whom there is not pending investigation of abuse, neglect or abandonment or no court-ordered supervision by the Department of Juvenile Justice or the Department of Children and Family Services for an adjudication or dependency or delinquency. A family identified as meeting the

Commented [b20]: This section will list specific terms that are applicable to this contract that need to be defined in order to ensure an accurate understanding by both you and the Department.

criteria for a FINS referral is a family in which conflict on the part of individual members of the family occur. Family members in need have common behavior patterns as a result of their common experiences within the family structure. Some examples of the symptoms of family members in need include: denial of a problem, inconsistent parenting, lack of empathy toward family members, lack of clear boundaries, disrespect, dogmatic or chaotic parenting and social isolation. The child must also have been referred to a contracted agency of the Department of Juvenile Justice for:

- a. Running away or threatening to run away from parents or legal guardian or custodian, and/or
- b. Disobeying the reasonable and lawful demands of parents or legal guardian or custodian and being beyond their control, and/or
- c. Habitual truancy from school or other school related problems.

II. YOUTH TO BE SERVED

A. General Description of the Youth to be Served

The Provider shall serve a minimum of two hundred (200) boys and girls between the ages of twelve (12) to seventeen (17) who are at-risk for formal involvement in the juvenile justice system, who meet the eligibility criteria contained in this Contract.

B. Youth Eligibility

1. Youth shall be between the ages of twelve (12) to seventeen (17).
2. Youth shall be able to perform work projects and to perform exercise required to participate in expeditions.
3. Youth shall be willing to take a swimming test, but being able to swim is not required.
4. Youth shall not be a danger to assault or injure others as determined by the youth's intake assessment or display a pattern of assaultive behavior, which includes serious injury to a person or an act that could potentially have caused serious injury, within the last six-months resulting in, but not limited to, a criminal offense.
5. Youth, parent(s)/guardian and/or school personnel shall participate in direct interview with Outward Bound program staff.
6. Youth, parent(s)/guardian and/or school personnel shall agree to full participation in the XX program.
7. Youth shall submit a physical activity clearance within the last 6 months (either through the Department of Health, the family private physician or use of the DJJ Comprehensive Physical Assessment with medical grade classification) in order to ensure the youth is cleared for the strenuous physical activity and meet the Department's Office of Health (OHS) placement review criteria for excessive exercise or wilderness programs.
8. Youth shall be screened through the XX medical screening process. Youth with any of the following conditions will not be eligible for participation:
 - a. Youth has an existing physical disability that would preclude active participation and strenuous exercise.
 - b. Youth is visually or hearing impaired to the extent that a program such as this would endanger his or her safety.
 - c. Youth has been diagnosed with any of the following medical or neurodevelopmental conditions:

Commented [b21]: This section will provide specific information about the type of youth to be served you under this contract. This information is important as it will often list required characteristics of the youth to be served, such as age or risk factors. It will also requirements that the youth or others must meet in order to be considered eligible to receive services and ultimately be paid under this contract.

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- 1) Environmental Allergies that require the use of an Epi pen
 - 2) Adrenal insufficiency
 - 3) Asthma that requires a daily maintenance or rescue medication
 - 4) Cancer
 - 5) Cystic Fibrosis
 - 6) Developmental Disabilities/Intellectual Developmental Disorder
 - 7) Diabetes
 - 8) Head Trauma (recent) within the past 6 months that required medical evaluation
 - 9) Heart Conditions (based on Outward Bound Medical Screening Guidelines) including but not limited to: hypertension, enlarged heart, abnormal rhythms
 - 10) Hemophilia
 - 11) Hepatitis
 - 12) Hypertension
 - 13) Juvenile Rheumatoid Arthritis
 - 14) Kidney failure
 - 15) Neuromuscular Conditions (e.g. Cerebral Palsy)
 - 16) Pregnancy
 - 17) Seizure Disorder
- d. Youth who are on prescription medication(s) which require refrigeration.
- e. Youth who have dental visits scheduled that would require removal within any 20-day course schedule.
- f. Youth with a current DSM-IV or DSM 5 diagnosis of substance dependence, poly substance dependence, substance withdrawal, or substance use disorder. Any youth who has a current documented need for substance abuse treatment services.
9. Youth classified by the school system as having a Serious/Severe Emotional Disturbance (SED), Emotional Disability/Disturbance (ED), or Intellectual Disability (ID) Youth who are classified as having an Emotional Disability/Disturbance (ED) may be ineligible based on an extended review.
10. Youth who have a psychiatric disorder that requires treatment with psychotropic medication.
11. Youth who have any other psychiatric disorder (other than Conduct Disorder) and serious impairment in functioning as evidenced by a Global Assessment of Functioning (GAF) Scale rating of 70 or below, or the youth's serious impairment is documented as set forth in DSM-5.
12. Youth who have made any previous serious suicide attempts or serious self-injury within past 12 months.
13. Youth with current risk of suicide
All youth who complete the wilderness expedition shall participate in the 20-day Follow-Up Component. Youth who have not successfully completed the wilderness expedition may participate in the Follow-Up component on a case-by-case basis. The Provider shall provide services to youth who reside in the following counties: Brevard, Broward, Duval, Flagler, Lake, Miami-Dade, Monroe, Orange, Osceola, Palm Beach, Polk, Seminole, St. John's and Volusia. Youth will be at-risk for delinquency, and not receiving services as part of another juvenile justice delinquency intervention/prevention program during his/her participation in the program.
- C. Youth Referral/Determination
Youth may be referred to the Provider by local schools and community service organizations. The Provider shall also perform outreach to obtain referrals from local schools and social service agencies. Self-referrals by youth and/or parents shall also be accepted. The Department shall resolve all disputes regarding the eligibility of youth to participate in the program. The Provider shall contact the Department's assigned Contract Manager prior to the admission of youth whose eligibility is in dispute.

D. Limits on Youth to be Served

Youth shall be between the ages of twelve (12) to seventeen (17), reside in the service areas identified within this Contract, and be willing to participate in the program. Youth shall be served for 20 days on the wilderness expedition and 20 days in the follow-up component. Youth who are demonstrating investment but have not completed follow-up requirements by the 20th day may be allowed an additional two weeks to complete the requirements and be considered a successful completion. Length of program participation shall not exceed eight (8) weeks. Written requests for an extension to the length of program participation shall be forwarded to the Department's assigned Contract Manager in advance and will include the explanation of the need for extended participation, which will also be documented in the youth client file.

Commented [b22]: This section will also list limitations on the youth that can be served and paid for under this contract.

Commented [SoF23]: Please make sure that any request for extensions are submitted directly to the Contract Manager not to the assigned JPO.

E. JJIS Contact and Training

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

Commented [WC24]: JJIS is where you enter all Department youth that you serve. Training must be completed by individuals that will be entering the youth for your program. Not all employees will need this training, but you should have adequate staff to enter information on the youth that you will be serving.

Please get with your contract manager to fill out the forms necessary to obtain training and access to JJIS.

III. SERVICES TO BE PROVIDED

Service Task

1. The Provider shall, at a minimum, perform the following service tasks as specified when providing service under this Contract:
 - a. Application: One (1) application shall be completed by each newly admitted youth to be considered for admission.
 - b. DJJ Prevention Assessment Tool (PAT): One (1) DJJ Prevention Assessment Tool (PAT) shall be completed for each newly admitted youth enrolled in the program.
 - c. Needs Assessment: One (1) Needs Assessment shall be completed for each newly admitted youth.
 - d. Individualized Performance Plan: One (1) Individualized Performance Plan shall be administered to each youth admitted to the program. Individualized Performance Plans shall establish individualized goals and action plans for each newly admitted youth.
 - e. Orientation: One (1) orientation shall be administered to each youth admitted to the program to familiarize youth with the program expectations.
 - f. Solo experience: Youth shall participate in a minimum of one (1) Solo experience reflecting on past behavior, self-reliance, working on their performance plans, and creating plans for the future.
 - g. Life Management Skills: Youth shall participate in a minimum of twenty (20) hours of life management skills during program participation. Life management skills shall give participants the opportunity to focus on leadership, conflict resolution, communication, anger management, decision-making, and other applicable topics.
 - h. Community Service Projects: Youth shall participate in a minimum of ten (10) hours of community service during the wilderness expedition. Community service projects shall give participants the opportunity to focus on environmental stewardship (including practicing Leave No Trace principles) and community-based projects.
 - i. Challenge Course Elements: Youth shall participate in a minimum of one (1) high and/or low challenge course elements. Challenge course elements shall give participants the opportunity to focus to learn life skills, team dynamics, practice problem solving, self-efficacy, and confidence building.

Commented [SoF25]: Mental health providers are not required to enter admissions and releases in JJIS since February 2014.

Commented [b26]: This section lists specific tasks that comprise the services you will be providing and paid for under this contract. It is important that you understand this section as this criteria may affect your ability to be paid for services. Not all the items listed here will be in your contract as this is just a sample being used for this guide. Be sure to look at this section of your contract closely. If you have any questions about any of the items listed here contact your contract manager for clarification.

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- j. Wilderness Activities: Youth shall participate in a minimum of one (1) wilderness activity. Wilderness activities shall give participants the opportunity to engage in backpacking, running, swimming, or canoeing.
 - k. Family Involvement Activities: Youth shall participate with their parent/guardian during the youth's program participation in course activities such as the creation of the Performance Plan, correspondence letters, creation of the Transition Plan, home visits, and school visits.
 - l. Home Visits: Youth shall participate in a minimum of four (4) home visits. Home visits may occur at the youth's home, at the program's location, or at a neutral location.
 - m. School Visits: Youth shall participate in a minimum of one (1) school visit. School visits may not occur when county school system hours of operations are closed for business during such times as summer break and winter break sessions. In such occurrences, participating youth shall have an additional one (1) home visit during program participation.
 - n. Telephone Contacts: Youth shall participate in a minimum of twelve (12) telephone contacts. Telephone contacts with program staff during follow-up services shall give participants the opportunity to help youth and the youth's family in meeting identified goals as well as the Transition Plan and reinforcing skills learned during the wilderness expedition and parent(s)/guardian meeting.
2. Record Keeping
- a. The Provider shall maintain a case file for each youth served. The file shall contain at a minimum: referral documentation, parental consent, and progress documentation.
 - b. An attestation form shall be maintained by program staff to record the dates and activities of program youth and a list of the names of those youth receiving services.
 - c. Data shall be collected and reports submitted by the Provider in such a way as to permit data integrity verification against the Juvenile Justice Information System (JJIS), invoices, and quarterly narrative reports.
 - d. The Provider shall ensure youth served in the program will be assessed using the DJJ Prevention Assessment Tool (PAT) eleven major domains which include: Record of Referrals, School, Use of Free Time, Employment (for applicable youth), Relationships, Family/Living Arrangement, Alcohol and Drugs, Mental Health, Attitudes/Behaviors, Aggression, and Skills.
3. Data Collection
- a. Upon access to the Department's JJIS system, the Provider shall enter data into the JJIS within 72 hours of admittance to the program and again within 72 hours of release.
 - b. All youth information required in the JJIS shall be collected in hard copy format until the Provider is provided access and trained on the JJIS.
 - c. The responsibility for entering data in JJIS is based on the Department's capability to provide access and utilization to the Provider. The Provider shall contact the Department's Data Integrity Officer in the area to gain appropriate access and secure training within forty-five (45) days of the Contract start date.

Commented [b27]: This section will let you know what type of records you should be maintaining on the youth you serve. Again the information is just an example and may differ from language contained in your contract. Remember that youth records are confidential and are the property of the Department.

Commented [b28]: This section will outline your timeline requirements for entering youth data into the JJIS system. Only trained staff will have access to JJIS. Information in JJIS is confidential. This is not a requirement for mental health providers.

Service Task Limits

The Provider shall ensure that the opportunity to participate in the identified service tasks is provided to each youth enrolled in the contracted program on an on-going basis. Prior to admission to a wilderness expedition, each youth is required to provide documentation of a physical exam performed within the last six months by a Doctor of Medicine, Doctor of Osteopathic Medicine, Physician Assistant, or Advanced Registered Nurse Practitioner, with documented clearance to participate in the program.

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1. On the first day of the wilderness expedition, the Provider shall perform the Physical Health Entry Screening (see Department of Health Services Manual, Form HS010) or an equivalent form which includes all components on the DJJ form OHS010) to become informed of any new physical complaints or emergencies that might require medical attention while still meeting admission criteria.
2. The Provider shall maintain agreements with medical specialists in the event such a specialist is required. These individuals shall include experts in wilderness first aid. A list of these medical specialist and trained wilderness first aid responders shall accompany staff on each wilderness expedition.
3. Youth shall have access to first-aid and emergency medical care 24-hours per day, seven-days per week during the wilderness expedition.
 - a. First aid kits shall be well stocked, secured, and accessible to staff at all times.
 - b. All program staff shall be trained and hold a current certification in CPR and Basic First Aid, at a minimum.
 - c. On each wilderness expedition, a minimum of one staff member for each staff to youth ratio shall hold a current Wilderness First Responder certification.
 - d. A vehicle shall be accessible while youth are at the following service locations: Scottsmoor and Key Largo.
 - e. On wilderness expeditions, a cellular or satellite phone and specific evacuation and medical facility notes shall be standard issue.
 - f. All staff shall be trained in the Emergency Response Plan, which shall be implemented when additional help or assistance is required, regardless of location.
 - g. Youth may be evacuated from the field for medical or dental treatment when the issue is emergent or requires treatment from a physician or dentist. The cost of any medical services provided will be the responsibility of the parent(s)/guardian(s) of each youth.
 - h. The menus shall meet National School Breakfast and Lunch program and Florida Department of Education guidelines.
 - i. The Provider shall provide adequate amounts of drinkable water to youth during wilderness expedition.
 - j. Educational services shall be provided consistent with applicable Florida Statutes, State Board of Education Rules, and local school district policies and procedures as applicable.
 - k. Academic credit for Life Management Skills, Peer Counseling, Outdoor Education, or other applicable courses must be approved by the funding school district.
 - l. Curriculum and instructional interventions shall be provided that emphasize basic social skills based on the youth's needs as identified in the Performance Plan.
4. Medication management: the provider shall ensure a medication delivery system is in place for youth requiring prescribed or over-the-counter medications. This process will include the following:
 - a. Properly trained Unlicensed Assistive Personnel (UAP) under 464 F.S. addendum 64B9-14.
 - b. The provider shall have a process in place to verify medications upon intake
 - c. The provider shall have a process in place to ensure perpetual inventories on all over-the-counter and prescription medications as required by the DJJ 2006 Health Services Manual (revised April 2010) and QI standards
 - d. The provider shall have a process in place for the documentation of the daily delivery of medication to the youth (both as needed and scheduled medications) on the approved DJJ Medication Distribution Log (MDL) or equivalent (all components on MDL must be included on all equivalent document).
 - e. The provider shall have a process in place to notify the parent and allow for informed consent for any medications provided or recommended by a licensed medical practitioner while in the program.

- f. The provider shall have a process in place for the documentation of all medications return to the parent/legal guardian at the time the youth is discharged from the program.
- g. In case of emergency treatment the provider shall have a process in place to ensure the medical provider is informed of all medical conditions and medications the youth is currently receiving.

Staffing/Personnel

The Provider and all personnel provided under this Contract, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Provider or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Provider shall provide copies of all current licenses or certificates required for the delivery of services under this Contract, to the Department's Contract Manager, prior to the delivery of services or as part of the proposal. All North Carolina Outward Bound School (NCOBS) Families In Need of Services (FINS) program staff will have a minimum of a high school diploma or GED.

1. Staffing Levels:

- a. For wilderness expeditions, a minimum of one staff member per student ratio unit shall hold a current Wilderness First Responder certification.
 - 1) Director of FL At-Risk Programs: (1 FTE) – One (1) full-time Director of FL At-Risk Programs shall supervise programs and manage the Contract with the Department of Juvenile Justice.
 - 2) Staffing Coordinator (1 FTE) – One (1) full-time Staffing Coordinator shall oversee the instructional staff that work at both program locations, manages schedules, development, and training of instructional staff.
 - 3) Program Directors (2 FTE) – Two (2) full-time Program Directors are responsible for ensuring the safety and quality of programming at their respective location. They are also responsible for ensuring compliance with the contract and Quality Improvement standards.
 - 4) Office Manager (1 FTE) – One (1) full-time Office Manager will manage personnel files, is a liaison to the Human Resources department, assists with billing and other finance related tasks, and supports program operations as needed.
 - 5) Logistics Coordinator (2 FTE) – Two (2) full-time Logistics Coordinators responsible for coordination of gear, food, facilities, and vehicles at each program location.
 - 6) Logistics Assistants (2 PTE) – Two (2) part-time seasonal Logistics Assistants responsible for coordination of gear, food, facilities, and vehicles at each program location.
 - 7) Intake Coordinator (2 FTE) – Two (2) full-time Intake Coordinators are responsible for screening, interviewing, and admitting youth to the program at each program location.
 - 8) Associate Program Director (1 PTE) – One (1) part-time seasonal Associate Program Director will support the Program Directors and assist in program leadership.
 - 9) Course Directors (5 FTE/2 PTE) – Five full-time/two part-time Course Directors are responsible for managing instructional staff and ensuring the safety and quality of the expeditions and follow-up component they are supervising.

Commented [b29]: This section will detail specific requirements for staff performing services under this contract. It is your responsibility to ensure all staff are properly licensed and certified as appropriate to the service they perform. A copy of those licenses, certifications, etc. must be provided to the contract manager prior to services being provided.

Some contracts will have staffing level requirements, others will not.

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- 10) Course Instructors (28 PTE) – Twenty-Eight (28) part-time seasonal Course Instructors are responsible for planning and leading expeditions and follow-up.
 - 11) Interns (30 PTE) – Thirty (30) part-time seasonal interns are responsible for support of base camp staff and course instructors.
 - b. Wilderness Expedition
Supervision: The following services and requirements for supervision apply only to the wilderness expedition:
 - 1) The Provider shall ensure that there is at least one staff member of the same gender as the students on each wilderness expedition.
 - 2) The Provider shall ensure that the program maintains a staff ratio of 1:5 throughout the wilderness expedition and a ratio of 1:8 for any urban activities.
2. **Staffing Qualifications**
- a. All staff shall possess adequate education and training to perform their duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines.
 - b. All North Carolina Outward Bound School (NCOBS) Families In Need of Services (FINS) program staff that have direct unsupervised contact with youth will hold current certificates in Non-Violent Crisis Intervention from the Crisis Prevention Institute.
 - c. Staff employed by the Provider and responsible for the provision of prevention and intervention services for youth shall meet the following minimum qualifications:
 - 1) Director of FL At-Risk Programs - shall have a minimum of five years of experience with Outward Bound or similar programs, with a minimum of three years in a management position. A bachelor's degree is required for this position; must maintain First Aid and CPR at a minimum; and required to pass the Department's requirements for background screening.
 - 2) Staffing Coordinator - shall have a minimum of three years of experience with Outward Bound or similar programs and at least one year of management experience; must maintain First Aid and CPR at a minimum; required to pass the Department's requirements for background screening.
 - 3) Program Directors - shall have a minimum of five years of experience with Outward Bound or similar programs, with a minimum of two years in a management position; a bachelor's degree in education, recreation, psychology, social work, or a related field is preferred, but may be waived if the employee exceeds the required experience with this or similar programs; must maintain First Aid and CPR at a minimum; required to pass the Department's requirements for background screening.
 - 4) Office Manager - Must maintain First Aid and CPR at a minimum; required to pass the Department's requirements for background screening.
 - 5) Logistics Coordinator - Must maintain First Aid and CPR at a minimum; required to pass the Department's requirements for background screening.
 - 6) Logistics Assistant - Must maintain First Aid and CPR at a minimum; required to pass the Department's requirements for background screening.

Commented [b30]: This section will vary from contract to contract depending on the services being provided. You need to look at this section of your contract to ensure any staff qualifications are being met and maintained.

Contract #

- 7) Intake Coordinator - Must maintain First Aid and CPR at a minimum; required to pass the Department's requirements for background screening.
 - 8) Associate Program Director - shall have a minimum of three years of experience with Outward Bound or similar programs, with a minimum of one year in a management position; a bachelor's degree in education, recreation, psychology, social work, or a related field is preferred, but may be waived if the employee exceeds the required experience with this or similar programs; must maintain First Aid and CPR at a minimum; required to pass the Department's requirements for background screening.
 - 9) Course Directors - shall have a minimum of two years of wilderness experience with at-risk youth and meet the requirements of a Lead Instructor; must maintain First Aid and CPR at a minimum; required to pass the Department's requirements for background screening.
 - 10) Course Instructors - shall have a minimum of three months experience working with a program that serves youth at-risk in a wilderness setting, which may be gained through the NCOBS At-Risk Internship; must maintain First Aid and CPR at a minimum; required to pass the Department's requirements for background screening.
 - 11) Interns - Must maintain First Aid and CPR at a minimum; required to pass the Department's requirements for background screening.
3. Direct Care Staff Training
- a. Training shall be specific to the functions and responsibilities of each staff member.
 - b. Qualified personnel for the specific topic must provide training.
 - c. At a minimum, staff shall be trained in the Department's policy FDJJ 8000 (dated 12/24/2006) on child abuse and incident reporting, Juvenile Justice Information System (JJIS) and safeguarding client confidentiality, CPR/First Aid/AED, PREA, Suicide prevention, Ethics: Civil Rights, EEO and sexual harassment, Professionalism: Red Flag Behavior, Appropriate staff/youth interaction.
 - d. The Provider may offer the required trainings in-house or purchase the Department's Learning Management System licenses to gain access to Department-offered trainings.
 - e. The Department's Learning Management System licenses may be purchased at the cost of \$35.00 per license.
 - f. The Provider is responsible for all training costs associated with the Contract.
 - g. All staff must have in his/her personnel file documentation of the completion of minimum training requirements, with the number of hours earned. This information will be updated annually and copies shall be provided upon request to the Contract Manager.
 - h. Contract Manager must approve any independent training curriculums.
4. Staffing Changes
Changes to the minimum number of staff and qualifications required in this Contract shall be approved in writing, in advance, by the Department's Contract Manager.

Commented [b31]: Direct care staff have a variety of trainings that must take place both before interaction with youth as well as continuously thereafter. Refer to this section of your contract to see what specific requirements you are subject to and if you have any questions please contact your contract manager. They will have all the forms and or directions you will need to obtain required training.

Service Locations and Times

1. Service Locations
Program services, including scheduling, coordination of program services, and direct service to youth, are provided at the locations listed below.

Commented [b32]: This section will list where the services being contracted for will be located and when they are expected to occur. Please refer to your contract for specific language applicable to you.

Contract #

Scottsmoor
3500 Sunset Ave
Mims, Florida 32754

Key Largo
100693 Overseas Highway
Key Largo, Florida 33037

In addition, wilderness expeditions are provided in/on the Everglades National Park, the Ocklawaha River, the Suwanee River, the St. John's River, the Intracoastal Waterway, Florida State Parks, St. John's River Water Management District lands, and Suwanee River Water Management District lands.

2. **Service Times**
The Provider shall ensure program services shall be accessible to all participating youth enrolled in the program during traditional and non-traditional business hours 24 hours a day, seven days a week. The Provider will provide services to youth and operate under the terms of the Contract from July 1, 2014, through June 30, 2019, or upon full execution of the Contract, whichever is later. The Department will not approve services rendered prior to full execution of the Contract signed by both parties. Key personnel of the Provider shall be available for contact by the Department of Juvenile Justice during the working hours of 8:00 a.m. – 5:00 p.m. Eastern Daylight/Standard Time, Monday through Friday with the exception of weekends and holidays. The Provider is not authorized to make changes in the service delivery location(s) without prior written consent of the Department's Contract Manager. Requests for changes in the service location(s) must be submitted in writing a minimum of fourteen (14) calendar days prior to the requested location change.

Property

1. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
 - a. Expenditure of funds provided by the Department under a cost-reimbursement Contract.
 - b. Expenditure of funds provided by the Department as operational expense dollars.
2. All state-furnished property acquired by the Provider through funding sources identified above, with a cost of \$1,000 or more and lasting more than one year, and hardback-covered bound books costing \$250 or more, shall be accounted for in accordance with chapter 10.300, Rules of the Auditor General. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted, or surplus under the terms of this Contract, shall be returned to the Department upon Contract termination. Any replacements shall be of equal or greater value when returned to the Department.
3. Upon delivery of Department-furnished property to the Provider, the Provider assumes the risk and responsibility for its loss and damage.
4. All state-furnished property with a cost of \$100 or more, but less than \$1,000 shall be accounted for by the Provider. The Provider shall develop and use a system that is approved by the Department. The Provider property accountability system shall contain, at a minimum: item number, item description, physical location of the property, serial or manufacturer's number, name, make, or name of manufacturer, model year, date purchased, method of procurement, and condition of property. The system shall be designed to reflect any changes to the status of property such as condition or disposition. All such property shall be either returned to the Department upon Contract termination or disposed of as

Commented [b33]: Property is considered non-expendable items. Any such items are considered the property of the Department at the time of purchase if they are purchased with funds associated with your contract.

Any said property with a cost of \$1,000 or more and computer equipment will be inventoried each year by the Department. The contract manager will track all property purchases via the quarterly expenditure report submitted by you to them (discussed later in this document).

You are responsible for maintaining an inventory of property costing \$100 up to \$1,000 purchased with state-funds from your contract.

- 5. The Provider shall submit to the Contract Manager a listing of all items purchased for the program with Department funds and include supporting documentation of funds used. The Provider shall include this with the first invoice submitted after purchase of the item(s).
- 6. The Provider shall not dispose of state-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
- 7. The Provider shall not use any state-furnished property for any purpose except the delivery of services identified in this Contract.
- 8. The Provider shall submit a final inventory report that is approved by the Department at conclusion of the Contract.

IV. DELIVERABLES

A. Monthly Deliverables

1. Youth Served:

Youth served is defined as a youth that received the following minimum level of service:

- a. Completion of one (1) DJJ Prevention Assessment Tool.
- b. Entry of each newly admitted youth into JJIS Prevention Web.
- c. Participation in a minimum of one (1) session of Solo Experience.
- d. Life Management Skills twenty (20) hours during program participation.

Acceptable Documentation for Completion:

- a. One (1) completed hard copy Prevention Assessment Tool by each newly admitted youth enrolled in the program.
- b. One (1) completed hard copy JJIS Prevention Program Youth Served Report from Prevention Web for the month invoiced.
- c. Solo Experience - An attestation form (Exhibit 4) completed by program staff with recorded dates and activities of program youth, and a list of names of those youth that received services.
- d. Life Management Skills - An attestation (Exhibit 4) form completed by program staff with recorded dates and activities of program youth, and a list of names of those youth that received services.

NOTE: If the youth is unable to participate in a solo experience and/or complete 20 hours of life management skills due to one of the following reasons, the Provider shall bill for the youth at a prorated rate based on the number of days they participated (based on the Youth Attestation Form) in the 20 day wilderness expedition:

- a. Illness or injury that requires emergency medical care or treatment by a physician;
- b. Mental health issues that require evaluation or treatment from a licensed mental health professional;
- c. Significant behavioral issues that affect the emotional or physical safety of the youth, staff, or other youth and do not respond to interventions;
- d. Discovery of previously undisclosed medical conditions that make the youth ineligible for participation;
- e. Parent(s)/Guardian requests student be removed from program;
- f. Inclement weather that requires evacuation including, but not limited to, tropical storm, hurricane, and severe flooding.

2. Home visit, which has a minimum service level defined as:

- a. Minimum of two (2) home visits during program participation;
- b. Review of Individualized Performance Plan/Transition Plan; and
- c. Scheduling of next home visit.

Acceptable Documentation for Completion:

- a. Completed Youth Attestation Form

Commented [WC34]: This section shows you the deliverables you must meet to get a payment. When billing for these items it is imperative that the deliverable description specifically be detailed on the invoice so that an accurate audit of the invoice can be done. If you are unsure of how to complete your invoice contact your contract manager.

Contract #

B. Reports

The Department will require progress or performance reports throughout the term of the Contract. The Provider shall complete reports as required to become eligible for payment. Following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

Provider	Department
Your Name or Representative	Your Contract Manager
Your Company	FL Department of Juvenile Justice
Street	2737 Centerview Drive, Suite 1109
Any City, Florida, 32205	Tallahassee, Florida 32399
Telephone: (850) 000-0000	Telephone: (850) 717-2396
E-mail: Your Name@company.org	E-mail: Your Contract Manager@djj.state.fl.us

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

1. Invoice

A properly prepared invoice shall be submitted directly to the Contract Manager within fifteen (15) business days following the end of the month for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, Florida Statutes and any interest due shall be paid pursuant to section 55.03(1), Florida Statutes. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 800-848-3792.

2. Quarterly Expenditure Report

A list of all expenditures using contract funds shall be submitted with the Provider's invoice on a monthly basis.

3. Proof of Insurance

A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in this Contract.

4. Subcontract(s)

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

5. Organizational Chart

The Provider's organizational chart shall be provided upon execution of this Contract, annually, and upon changes. The organizational chart shall include the programmatic and administrative structure of the Provider's organization.

6. Staff Vacancy Report

The Provider shall provide a complete list of all vacant program positions required by this Contract, and include the position title, position number, date of vacancy, and position description. The Provider shall provide the Department's

Commented [WC35]: This section lets you know who your contact for the Department is, when your invoice is due, and what reports and/or documents are needed when submitting your invoice.

Some of these documents/reports are due with the invoice others are due at specified times through the terms of the contract. Please refer to your contract for specific reports and submission time frames.

Commented [b36]: The timeline for submission of your invoice is outlined in your contract. It may not be the same as this sample. Florida Statute 215.422 (the Prompt Pay Law) outlines the timeframe a state agency has to get payment to a provider for an invoice. Once a correct and complete invoice is received by the Department we have 20 days to get that invoices submitted to the Department of Financial Services who will ultimately issue the payment. The State as a whole, the Department and DFS, have a total of 40 days to remit payment to the vendor. If payment is not issued within 40 days the vendor will receive an interest payment for all days over 40 that the payment was not made. It is important that you understand that the prompt pay clock does not start ticking until a complete and correct invoice is received by the Department. The invoice is not considered correct if it is not detailed to describe accurately the services provided and it is not complete unless it is signed and contains all the required backup documentation along with the invoice.

Commented [b37]: This report is required to accompany your invoice.

Commented [b38]: It is your responsibility to report to your contract manager if you have any staff vacancies during the contract period. It is still your responsibility to ensure services are provided despite the vacancy.

Contract #

- Contract Manager with an explanation for vacancies, which exceed 90 calendar days. Services shall be provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant.
7. **Certified Minority Business Enterprise (CMBE)**
The Provider shall submit to the Contract Manager, along with each monthly invoice, a copy of Exhibit 4, Florida MBE Utilization Report – available at: <http://www.djj.state.fl.us/providers/contracts/index.html>, listing all payments made for supplies and services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.
 8. **Continuity of Operations Plan (COOP)**
Prior to the delivery of service, the Provider shall submit a COOP, which provides for the continuity of Contract services in the event of a manmade/natural disaster/emergency. The Department approved Plan format can be found on the Department’s website. Additional information can be found in FDJJ 1050, Continuity of Operations Plans.
 9. **Monthly Deliverable Activity Report (MAR)**
A summary of program services using Contract funds shall be submitted with the Providers invoice on a monthly basis. The report shall also include a summary of collaborative partners, number sessions participants served, program specific objectives, and program concerns. Changes to this report form may be mutually agreed upon between the Provider and the Contract Manager.
 10. **Youth Attestation Form**
The Provider shall be submitted to the Contract Manager along with each monthly invoice. A youth attestation form shall affirm the correctness or truth of list of the names of those youth receiving services, recorded dates, and recorded activities. An attestation from shall be maintained by program staff and submitted monthly.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO
Invoice	Monthly	15 th day of the following reporting month	Contract Manager
Quarterly Expenditure Report	Quarterly	15 th day of the month following the reporting quarter	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1 st	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution	Upon execution	Contract Manager
Staff Vacancy Report	Monthly	15 th day of the following reporting month	Contract Manager
CMBE Utilization Report	Monthly	15 th day of the following reporting month	Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to the delivery of services and July 1 st	Contract Manager
Monthly Deliverable	Monthly	15 th day of the	Contract Manager

Commented [b39]: This section will provide a comprehensive list of the reports required by your contract as well as the how often the report must be submitted, its due date, and the Department person the report should be submitted to.

Contract #

Activity Report (MAR)		following reporting month	
Youth Attestation Form	Monthly	15 th day of the following reporting month	Contract Manager

C. Report Receipt and Documentation

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

V. PERFORMANCE MEASURES

Listed below are the key Performance Measures, including outputs and outcomes with minimum standards of performance, deemed most crucial to the success of the overall desired service delivery. The Provider shall ensure that the stated performance outcomes, outputs and standards (level of performance) are met. Performance shall be measured beginning the second month after which services have been fully implemented.

A. Performance Outputs

The Provider shall achieve the following throughout the term of this Contract:

1. Risk Factors

GOAL: 100 % of youth served in the program will have at least one risk factor present in three out of the eleven major domains.

MEASURE: This will be measured by reviewing the youth admission information and subsequent placements in JJIS.

MINIMUM STANDARD: 70% of youth served in the program will have at least one risk factor present in three out of the eleven major domains.

Commented [WC40]: Each contract will have performance measures specific to you and the services you are providing. These performance measures will be quantifiable and include a goal for that measure, the means for capturing or detailing the performance of that measure, and the minimum standard you are expected to achieve in meeting this measure.

Performance measures are reportable in the agency's Provider Management and Monitoring (PMM) system that is part of JJIS. Measures may be required to be reported monthly, quarterly, semiannually, or annually. Refer to your contract for your specific measures and reporting requirements. You will be notified via e-mail 30 days prior to a particular measure being due and you have those 30 days to complete your entry into PMM.

Your contract manager will be monitoring your compliance with these measures.

Contract #

Domain:	Risk Factors:
Record of Referrals	Young age at first offense/prior arrest
School	Expulsions/suspensions, unexcused absences/habitual truant, GPA below 2.0/grades under C
Use of Free Time	Lack of interest and/or participation in structured activities
Employment (for applicable youth)	Having problems with current employment, lacks knowledge of what it takes to maintain a job
Relationships	Antisocial peers/gang association, admires antisocial peers
Family/Living Arrangement	Household member history of jail/prison, parental drug/mental health/employment problem, transient/shelter/homeless living situation, history of running away, threats or actual physical abuse/domestic violence in home, inadequate parental supervision, consistently disobeying parents
Alcohol and Drugs	Past alcohol and/or drug use
Mental Health	History of physical/sexual abuse, neglect
Attitudes/Behaviors	Impulsive, lack of empathy/no remorse, resents/defies authority and/or responsible behavior, proud of antisocial behavior
Aggression	History of physical aggression/fighting or threats of physical harm
Skills	Poor consequential thinking, poor goal setting, poor problem solving, lack of social skills to deal with others, problems, or emotions

B. Performance Outcomes

1. **RECIDIVISM**
GOAL: 100% of youth served through the program shall remain crime free while receiving services.
MEASURES: JJIS review
MINIMUM STANDARD: 90% of the youth served through the program shall remain crime free while receiving services.
2. **RECIDIVISM**
GOAL: 100% of youth who successfully complete the program shall remain crime free for six months after leaving the program.
MEASURES: JJIS review
MINIMUM STANDARD: 85% of youth who successfully complete the program shall remain crime free for six months after leaving the program.
3. **ASSESSMENT**
GOAL: 100% of youth shall have a completed Department's Prevention Assessment Tool within 72 hours.
MEASURES: JJIS Prevention Web
MINIMUM STANDARD: 100% of youth shall have a completed Department's Prevention Assessment Tool within 72 hours.

C. Performance Evaluation

1. The Provider shall, within 30 days of the contract start date, submit a Data Collection Plan detailing the process within their program for gathering, analyzing, evaluating and reporting to the Department demographic information for each youth referred to the program, type and frequency of services provided to each youth, documentation detailing the percentage of improvement for each

Contract #

youth specific to each program outcome, and behavior characteristics / individualized needs for the youth. The information provided to the Department shall be utilized in evaluation of the effectiveness of the program, the results of which may impact future funding.

2. The Provider shall collect and report to the Department the following data for evaluation purposes:
 - a. Demographic information of youth served: name, date of birth, race, sex, social security number, date of admission and date of release.
 - b. Behavior characteristics of youth admitted to the program.
 - c. Results of any pre- and post-testing conducted by the program.
 - d. Types of prevention services provided.
3. The Provider shall maintain data on a monthly basis in each individual participant (youth) file and shall enter data into JJIS as required.
4. The Provider, throughout the term of the Contract, shall document compliance with required service tasks, performance and evaluation data, and provide documentation of such data for inspection upon request.
5. The Provider shall participate in the annual Comprehensive Accountability Report (CAR) data verification projection for a period of two (2) years following the completion of this Contract.
6. The Department will conduct outcome evaluations and recidivism studies on the juveniles who complete the program.
7. Those evaluations and studies will consider the content of the program, its components and the duration of the program. The results may be used in the rating of the program for any future funding.



EXHIBIT 1
FLORIDA DEPARTMENT OF JUVENILE JUSTICE
INVOICE FOR FIXED PRICE OR FIXED FEE CONTRACT

Contract # _____

Commented [b41]: This is the invoice format you should use for your contract if it is a fixed price or fixed fee contract. If you are unsure how to complete the form contact your contract manager.

SECTION I:

Provider (Payee) Name: _____	Contract 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 are for commodities or services, which are reasonable, necessary, allowable and allocable, and the expenditures directly relate to the purpose of the contract.
- I certify that the services this individual or entity have provided services in accordance with the terms and conditions specified in the contract.
- I certify that this individual or entity, in accordance with the terms and conditions specified in the contract, 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.

Contract #

EXHIBIT 2
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. (Formerly American Women)
Certified MBE**: H - African American, I - Hispanic, J - Asian/Hawaiian, K - Native American, M - Non Minority Women (Formerly American Women)
Non Certified MBE**: N - African American, O - Hispanic, P - Asian/Hawaiian, Q - Native American, R - Non Minority Women
Non Profit Organization: S - 51% or more Minority, 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.

Table with 7 columns: 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. Rows 1-5.

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

PROVIDER SIGNATURE: _____ TITLE _____

PRINT NAME: _____ DATE: _____



EXHIBIT 3

Florida Department of Juvenile Justice
Provider Monthly Activity & Progress Report

Contract #

Contract #: _____ Activity Report for: [Select Month], [Select Year]

Program Title: _____

Agency: _____

Report Prepared By: _____ Telephone: () - Ext: _____

ADMISSION INFORMATION:

- 1. Contracted number of new, unduplicated youth to be admitted to the program this contract year:
2. Number of new, unduplicated youth admitted to the program this month:
3. Number of new, unduplicated youth admitted this contract-year-to-date (including this month)
4. Is the program on pace to admit the contracted number of youth by the end of the contract year? [Select Response]
If no, explain below why admissions are not on pace and what actions have been taken to increase admissions:

RELEASE INFORMATION:

- 5. Number of youth released from the program this month: _____
6. Number of youth released from the program this contract-year-to-date (including this month) _____
7. Indicate below the total number of youth released for each reason contract-year-to-date (including this month):
Completed all services Dropped out of program Referred to other services
Changed schools Expelled from program Youth moved Other

PROGRAM ACTIVITY INFORMATION:

- 8. Describe all activities conducted by the program during this month:
9. Has the program encountered barriers or challenges during this month? [Select Response]
If yes, describe the challenges and provide a detailed explanation of the plan to address them:
10. What program planning has been conducted during this month? (Include dates):
11. Describe any changes, amendments or modifications to the program this month:
12. List the collaborative partners who have participated with the program this month and how they participated:

PROGRAM PROGRESS TO DATE:

- 13. Describe your accomplishments toward achieving the mandatory outcome objectives this month:

Contract #

MANDATORY OBJECTIVES	PROGRESS DURING THIS MONTH (MUST BE VERIFIABLE BY JJIS PREVENTION WEB DATA ENTRY)
At least 85% of youth served are expected to remain crime free while in the program.	Of the ____ youth released from the program to date, ____ (which equals ____%) have remained crime free while participating in the program.
At least 90% of youth who complete the program should remain crime free for six months as measured by delinquency referrals to DJJ subsequent to release from program	Of the total number of youth released from the program to date ____ have completed all program services. Of the total number of youth who have completed all program services to date, ____ (which equals ____%) have remained crime free while participating in the program.

14. Listed in the left column are your program's primary deliverables and the supporting documentation required for each. In the right hand column Provider must detail how the deliverable was met and what supporting documentation is attached to evidence the deliverable has been met. If minimum performance was not achieved Provider must provide documentation with explanation of reasons why.

PRIMARY DELIVERABLES AND REQUIRED DOUCMENTATION	PROGRESS DURING THIS MONTH (ATTACH SUPPORTING DOCUMENTATION TO THIS REPORT)
*	
*	
*	
*	

*The above outlines the minimum deliverables required for Program Services as specified by the Contract. The Provider must document any extenuating circumstances whereby failure to provide the above minimum deliverables. Failure to achieve the minimum performance for each deliverable will affect payment and future contract funding.

VOLUNTEERS:

If your program had volunteers participating in your program this month, provide the information requested below. Attach additional pages if necessary to list all volunteers.

Volunteer's Last Name	Volunteer's First Name	Is the Volunteer a Youth or an Adult?	Does this volunteer have a cleared DJJ Background Screening?	Number of hours volunteered in contract program during <u>this</u> month
		<input type="checkbox"/> Youth <input type="checkbox"/> Adult	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Youth <input type="checkbox"/> Adult	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Youth <input type="checkbox"/> Adult	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Youth <input type="checkbox"/> Adult	<input type="checkbox"/> Yes <input type="checkbox"/> No	

By signature below, I certify that the deliverables reported herewith on this report have been completed by the Provider or Authorized Representative in accordance with the terms and conditions set forth in the contract. I certify that the required services have been performed as represented in this report and are as specified in the contract proposal for this program and state funds have been used properly and solely in relation to this program. I further certify that documentation and proof of payment supporting the expenditures, in the manner prescribed by the Department of Juvenile Justice, is currently on file at the office of the Provider. Any misrepresentation may cause contract funding to be delayed or to cease.

Signature

Printed Name

Date

Contract #

**EXHIBIT 4
YOUTH ATTESTATION FORM**

Program Activity _____

PROGRAM NAME:		CONTRACT #:		FOR THE MONTH OF:																																
Date of Admission	DJJID	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				
		TOTAL CLIENT SERVICE DAYS																																		

I attest that I have spoken with the youth referenced on this form, and have indicated the days on which activities with the youth occurred by checking the corresponding boxes in the above referenced chart.

- Place an "A" on the Date the Youth is admitted to the Program.
- Place an "X" for each day the youth is in the Program and received services.
- Place an "R" on the Date the youth is released from the Program.

Provider _____

By: _____
Your Signature Here

Please Print Your Name Here
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ATTACHMENT II
DEPARTMENT OF JUVENILE JUSTICE
FLORIDA SINGLE AUDIT ACT
CHECKLIST FOR COMPLIANCE WITH FEDERAL AND DEPARTMENTAL AUDIT REQUIREMENTS
PART I AND/OR II APPLIES

NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO:

<https://apps.fldfs.com/fsaa/links.aspx>

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

Contract #

year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Provider's resources obtained from other than State entities).

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

FSAA EXHIBIT 1

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

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

Federal Program - NA

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

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

Federal Program:

List applicable compliance requirements as follows:

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

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING: Wilderness Expedition Services #80.029 in the amount of \$4,542,940.00

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

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

Federal Program - NA

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

State Project - NA

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

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

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.