




**Interoffice Memorandum**

April 16, 2020

**AGENDA ITEM**

TO: Mayor Jerry L. Demings  
-AND-  
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director   
Community and Family Services Department

FROM: Tracy Salem, Manager  
Youth and Family Services Division

CONTACT: Keith Yannesssa, Senior Contract Administrator  
(407) 836-6521

SUBJECT: **Consent Agenda Item – May 5, 2020**  
Approval of the Rate Agreement #10678 for Provision of Respite Bed Services between the State of Florida, Department of Juvenile Justice and Orange County Board of County Commissioners

On June 24, 2014, the Board approved Rate Agreement #10197 between the State of Florida, Department of Juvenile Justice (DJJ) and Orange County Board of County Commissioners to provide Respite Bed Services through the Orange County Youth Shelter for youth in Circuit 9. Rate Agreement #10197 had an initial term of three years, included four amendments and was renewed through June 30, 2020. This was a fixed rate agreement with a total amount not to exceed \$225,000 for the first three years (\$75,000 per year at \$100.00 per bed day). In the last three years of the agreement, the yearly total "not to exceed" amount was reduced to \$25,000 at the same bed rate of \$100 per filled bed day rate for a total contract amount not to exceed \$300,000.

Rate Agreement #10678 is a new rate agreement with a three year term that will begin on July 1, 2020 through June 30, 2023. Rate Agreement #10678 replaces the formerly Board approved Agreement #10197. Rate Agreement #10678 remains at \$100 per filled bed day rate. This is a fixed rate agreement with no ceiling limit on the total contract amount.

Consent Agenda Item – May 5, 2020

Approval of the Rate Agreement #10678 between the State of Florida, Department of Juvenile Justice and Orange County Board of County Commissioners

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The purpose of this agreement is to provide Respite Bed Services through the Orange County Youth Shelter for male and female youth residing in Circuit 9 (Orange and Osceola Counties), who are under the age of 18. The respite bed program serves as a temporary placement for youth who are on supervision with DJJ and in need of a temporary home other than their primary residence until reunification services can occur.

**ACTION REQUESTED: Approval and execution of (1) Rate Agreement between State of Florida, Department of Juvenile Justice and Orange County Board of County Commissioners Rate Agreement #10678 to provide respite bed services for children in Circuit 9; (2) Contract Content Acknowledgement; and (3) Certification regarding Scrutinized Companies Rate Agreement #10678; and authorization for the County Mayor or designee to approve any increases, decreases, or amendments to this contract.**

TS/ky:jam

Attachment

c: Randy Singh, Deputy County Administrator  
Yolanda Brown, Fiscal Manager, Community and Family Services  
Johonna Brown, Program Manager, Youth and Family Services Division  
Diana Mendez, Medical and Mental Health Services Administrator, Youth and Family Services Division

**RATE AGREEMENT BETWEEN**  
**STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE**  
**AND**  
**ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**

**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 **ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as the "**Provider**"), whose address is **1718 EAST MICHIGAN STREET, ORLANDO, FLORIDA 32806**, to provide a respite bed program, for male and female youth residing in Circuit 9, who are under the age of eighteen (18). The respite bed program shall serve as a temporary placement for youth who are on supervision with the Department and in need of a temporary home other than their primary residence until reunification services can occur.

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

**I. PERFORMANCE**

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

**II. GOVERNING AUTHORITY**

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

A. State of Florida

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

1. Environmental Protection

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

The following statement is required pursuant to paragraph 119.0701(2)(a) F.S. as amended March 2016:

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS RATE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 921-4129, THE EMAIL ADDRESS IS PublicRecordsReq@djj.state.fl.us, AND THE MAILING ADDRESS IS FLORIDA DEPARTMENT OF JUVENILE JUSTICE, PUBLIC RECORDS REQUEST, 2737 CENTERVIEW DRIVE, SUITE 3200, TALLAHASSEE, FL 32399-3100.**

B. Federal Law

1. If this 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. If this Rate Agreement contains federal funds and is over \$100,000.00 the Provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq), section 508 of the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et seq), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
3. The Provider agrees no federal funds received in connection with this 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, F.S.
4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider shall verify the employment eligibility of Provider employees through The United States Department of Homeland Security's E-Verify system as stipulated in the "The E-Verify Program for Employment Verification" Memorandum of Understanding and other applicable guidelines of the U.S. Department of Homeland Security. Violation of such shall be cause for unilateral cancellation of this 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.
5. 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.

6. 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.
7. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in or be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Rate Agreement. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38, and Part 39.

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

#### A. Rate Agreement Term

1. This Rate Agreement shall begin on **July 1, 2020**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on June 30, 2023**. 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 (3) 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.

#### B. Method of Payment

##### 1. Rate Agreement Amount

The Department shall pay the Provider for filled respite beds, at a daily rate of **\$100.00**, per filled bed.

2. The Provider shall be paid for filled respite beds only at the daily rate, per filled respite bed. Payment must be triggered by receipt of identified deliverables. The Provider shall submit a monthly invoice with sufficient documentation to fully justify payment for the deliverables/service units delivered the previous month. 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 not liable for any extra day created by a leap year, unless specifically appropriated by the Legislature, and is only responsible for payments as specified below.

Service/Deliverable	Rate Each
Filled Respite Beds	\$100.00 per day

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.
4. 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.
5. Travel  
The Department will not pay additional fees for travel under this Rate Agreement.
6. 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.
7. 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. Notice of substantiated findings and proposed invoice reduction shall be sent to the Provider. The amount of any reduction shall be based upon the compensation for those services not performed during the payment period. If the Provider has a grievance concerning the imposition of reduction of invoice for non-delivery of service, the Provider shall follow the dispute process outlined in this Rate Agreement, describing any extenuating circumstances that prevented them from delivering the services in this Rate Agreement.
8. Staff Training Costs  
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.

#### IV. LIABILITY

##### Claims

- A. The Provider shall assist in the investigation of injury or damages either for or against the Department or the State of Florida pertaining to the Department's respective areas of responsibility or activities under this Rate Agreement and shall contact the Department regarding the legal actions deemed appropriate to remedy such damage or claims.
- 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 and employees, to the program. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, F.S. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

**V. TERMINATION**

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

A. Department Convenience

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

B. Provider Convenience

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

C. Default

The Department may terminate this Rate Agreement, in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), F.A.C., upon written notice to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3) and (4), F.A.C. 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 fifteen (15) days written notice to the Provider.

E. Scrutinized Companies List

1. By executing this Rate Agreement, the Provider certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel.

2. Pursuant to paragraph 287.135(3)(b), F.S., the Department may, at its option, terminate any Rate Agreement for goods or services of any amount entered into or renewed on or after July 1, 2018, if the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS**

The Department has determined that this is a Vendor Rate Agreement.

The Catalog of State Financial Assistance number for this program is CSFA #80.019. The information regarding the requirements associated with this CSFA number is available at:

<https://apps.fldfs.com/fsaa/searchCatalogResults.aspx?SearchCat=1>

Vendor Contracts - MyFloridaMarketPlace Transaction Fee (IF APPLICABLE)

A. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057(22), F.S., all payments made on vendor rate agreements shall be assessed a Transaction Fee of seven-tenths of one percent (0.7%), which the vendor shall pay to the State.

1. For payments within the State accounting system, 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 section 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 procurement 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 basis, each vendor registered in MyFloridaMarketPlace shall report its business activity relating to State rate agreements 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 rate agreements 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 state accounting 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 rate agreements).
  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.

## VII. RECORDS REQUIREMENTS

### A. Record Retention

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five years in accordance with chapters 119 and 257, F.S., and the Florida Department of State Record Retention Schedule located at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>. The Provider shall maintain youth records, which are programmatic in nature in a secure location with access limited to duly authorized 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 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, Department of Financial Services, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

B. Transfer of Records

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

**VIII. GENERAL TERMS & CONDITIONS**

A. Incorporated by Reference

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

B. Order of Precedence

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

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

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

C. Rights, Powers and Remedies

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this 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, F.S., in the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this 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.

223 Morrison Road  
Brandon, Florida 33511  
Telephone (813) 324-8700

<https://www.pride-enterprises.org/>

F. Legal and Policy Compliance

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

H. Discriminatory Vendor List

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

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

1. 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 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 award does not relieve the Provider of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.

2. For services under this Rate Agreement authorized by the Department to be subcontracted, a signed copy of any subcontract for direct services shall be provided to the Department's Contract Manager prior to the delivery of services to Department youth and payment to the subcontractor. The Provider shall ensure all payments to subcontractors are made within seven business days of receipt of payment from the Department, pursuant to subsection 287.0585(1), F.S.

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 Orange County Board of Commissioners, and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.

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

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Rate Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S. For purposes of this 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. [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements/respect/respect](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/respect/respect)

M. Force Majeure

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

N. Insurance

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

1. The PUBLIC ENTITY agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.
2. Upon request, the PUBLIC ENTITY shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above.
3. The County's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the PUBLIC ENTITY of its liability and obligations under this Rate Agreement.
4. The PUBLIC ENTITY shall require all contractors performing work within the County right-of-way or easement areas to procure and maintain workers'

compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies.

O. Suspension of Work

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

P. Inspector General Requirements

1. Investigation

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

2. Incident Reporting

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

3. Background Screening

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

Q. Monitoring

The Department will conduct periodic unannounced and/or 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 in accordance with FDJJ Policy 2000 (Revised 01/31/19). 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 individuals receiving services and employees of the Provider under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Provider a list of its findings, including deficiencies regarding the manner in which said goods or services are provided. The Provider shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the Department's Monitoring Report. The Provider's failure to correct these deficiencies within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, and/or termination of this Rate Agreement.

R. Financial Consequences

1. Financial consequences shall be assessed for Rate Agreement non-compliance or non-performance in accordance with FDJJ Policy 2000 (Revised 01/31/19) for the following:
  - a. Failure to submit a Corrective Action Plan (CAP) within the specified time frame(s);
  - b. Failure to implement the CAP within the specified time frame(s); and/or
  - c. Upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within specified time frame(s).
2. The Provider expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
  - *Total value amount of the previous month billed X 1.00% = 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 Department's Contract Manager shall deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.
4. If the Provider has a grievance concerning the imposition of financial consequences for noncompliance, the Provider shall follow the dispute process outlined in this Rate Agreement, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).

S. Confidentiality

1. Pursuant to section 985.04, F.S., 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 any confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. The Provider shall take appropriate steps to ensure its personnel, agents, and subcontractors protect confidentiality. The warranties shall remain in effect after Rate Agreement termination.

2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective November 20, 2014), if applicable under this Rate Agreement.

T. Dispute Resolution

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

U. Severability

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

V. Certification Regarding Active Exclusion

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

W. Information Technology (IT) Security

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

X. Information Resource Request

All Department rate agreement Providers must receive written approval from the Department prior to purchasing any Information Technology (IT) Resource used in the performance of contractual obligations under this Rate Agreement. IT Resources are defined in Department Procedure FDJJ – 1205.01P (Revised 6/6/17), titled Information Technology Resource Management Procedures and is located on the Department's Internet at:

<http://www.djj.state.fl.us/partners/policies-resources/departments-policies>

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

Y. Data Input into Department's Systems

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

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: Sample Invoice<sup>1</sup>  
 Exhibit 2: Sample Youth Census Report<sup>1</sup>  
 Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report<sup>1</sup>  
 Exhibit 4: Staff Vacancy Report<sup>2</sup>  
 Exhibit 5: Staff Hire Report<sup>2</sup>

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

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

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  
 ORANGE COUNTY BOARD OF COUNTY  
 COMMISSIONERS

STATE OF FLORIDA  
 DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: Burton W. Brooks

SIGNED BY: Timothy Niermann

NAME: Burton W. Brooks

NAME: TIMOTHY NIERMANN

TITLE: County Administrator

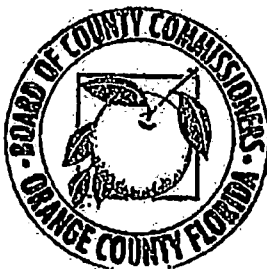
TITLE: DEPUTY SECRETARY

DATE: MAY 05 2020

DATE: 5-11-2020

VENDOR NUMBER: 58-6000773

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



## ATTACHMENT I SERVICES TO BE PROVIDED

### I. GENERAL DESCRIPTION

#### A. General Description of Services

The Provider shall provide respite shelter beds, as available and upon request of the Department, for Department-referred youth under the age of eighteen (18) (youth under the age of twelve [12] shall be accepted on a case-by-case basis upon mutual agreement), which provides twenty-four (24) hours per day, seven days per week, non-secure custody, care, treatment and supervision. The primary purpose of a respite program shall be to serve as a temporary "time out" placement for youth whose current living conditions are detrimental to their safety and well-being as well as youth processed through the Orange County Juvenile Assessment Center who do not meet secure detention criteria and require a temporary placement.

#### B. Services to be Provided

1. The Provider shall provide a respite bed program, which provides twenty-four (24) hours per day, seven days per week, non-secure custody care, treatment, and awake supervision.
2. The respite beds shall be for boys and girls who are on supervision (probation, post commitment probation, conditional release and commitment non-residential) with the Department and in need of a temporary home other than their primary residence until reunification services can occur.
3. All contractual requirements to provide service, support, and related performance shall be available and provided when the youth enters the program.
4. The Provider's respite facility shall have capability for admission of youth twenty-four (24) hours a day, seven days per week.
5. The Provider shall have respite program staff provide a family and community living environment for youth who have experienced a crisis or conflict within their living situation, which necessitated a temporary removal from that situation.
6. The Provider shall provide gender-specific and separate sleeping quarters for youth who have been referred for respite care, in a separate and distinctive location. The program shall not allow co-mingling of respite youth with other program youth of the opposite gender during sleeping hours.
7. The Provider's respite program staff shall coordinate, plan and encourage participation in recreational and leisure time activities for youth within the program. All activities shall be geared toward the interests and capabilities of youth, with a focus on the enhancement of youth's life experiences.
8. The Provider's staff shall have knowledge of, and access to a variety of community resources, including an educational program and related services provided through the school district.
9. The Provider shall, with assistance from the youth's JPO, coordinate the successful reintegration of the youth into their previous living situation and education placement.
10. The Provider shall assist youth with daily living skills, communication skills, home maintenance responsibilities, personal health and hygiene, school attendance and school performance, work responsibility and other related performance needs.
11. The Provider's respite program staff shall develop a plan geared toward stabilizing the youth's previous living arrangement and submit it to the JPO.
12. The Provider's staff shall be responsible for assisting each youth's JPO in problem identification and resolution within the youth's living situation.
13. The Provider's staff shall assist and coordinate in the referral of youth to government and community agencies responsible for family support and reunification.



14. The Provider's respite program staff shall be responsible for enforcing reasonable household rules, privileges and expectations that the Provider has established.
  15. The Provider shall ensure or arrange for the provision of temporary and emergency services for any youth's special needs medical care, mental health and substance abuse services. The utilization of individual and group counseling techniques shall be used to encourage youth's exploration of mature, responsible techniques.
  16. The Provider shall develop a tracking system in conjunction with the Circuit Chief or Designee related to bed utilization.
- C. Authority  
The Provider shall provide services in a manner consistent with Chapter 984 and Chapter 985 F.S., and 63H-1-.016 F.A.C.
- D. Service Limits  
The Provider's program and any subsequent services shall be delivered consistent with Balanced and Restorative Justice concepts, applicable federal and state laws and rules, and this Rate Agreement.
- E. Goal of the Service  
The Provider's program shall include services that facilitate reunification and reintegration into the youth's previous living situation and educational placement. Services shall be designed to address family issues and needs with the goal of stabilizing the youth's previous living arrangements.

## II. YOUTH TO BE SERVED

- A. General Description of Youth  
The Provider's program shall serve male and female youth under the age of eighteen (18), who reside in Circuit 9 (youth under the age of twelve [12] shall be accepted on a case-by-case basis).
- B. Youth Eligibility  
The profile of Department youth to be admitted is as follows:
1. Any youth under eighteen (18), on supervision with the department, except CINS/FINS youth and youth under the age twelve (12) shall be accepted on a case-by-case basis, upon mutual agreement, referred to the Department, who need a temporary time out placement (usually less than two weeks) from their current living conditions.
  2. Any youth who has an initial placement plan or will be able to return to the original placement in two weeks to a month.
  3. Any youth who was not removed from current placement due to suicidal behaviors, and the youth's JPO/Case Manager feels the protection of the community will not be jeopardized by placement in this respite program and the placement is not for punishment or disciplinary reasons.
  4. Youth having current or past fire-setting behavior, violent or sexual offenses (with the exception of domestic violence), are not appropriate candidates for this program.
  5. The Department shall be notified of any youth who are a security or safety risk to other youth or staff and make arrangements for the removal of the youth within forty-eight (48) hours of notification.
- C. Youth Determination/Referrals
1. All youth will be pre-screened and referred to the program by the Department staff authorized by the Department or the court. Unless the Provider is at service capacity of twenty (20) youth, all youth referred by the Department who meet the admission criteria shall be accepted into the program. The Chief Probation Officer or designee will decide all disputes on referrals to the program and, if necessary, refer the issue to the Regional Office. The decision of the Department is final.

2. The Provider shall establish a process for receiving referrals and forwarding documentation to the Department, which shall include notification to the Department when the program is at capacity of twenty (20) youth, when a fillable slot is anticipated, the person responsible for receiving and forwarding documentation and the timeframes and method to communicate this information.
- D. Limits on Youth to Be Served
  1. The maximum length of stay in the program shall be limited to no more than thirty (30) consecutive days with the anticipated length of stay for each youth of fourteen (14) to thirty (30) days.
  2. Any requests for extension shall be made in writing (e-mail acceptable) by the Juvenile Probation Officer (JPO) to the Chief Probation Officer in the circuit, no later than seven days before the thirtieth (30th) day a youth is in the program, with copy/notification to the Provider.
  3. The Chief Probation Officer will have two working days to respond in writing (e-mail acceptable) to the JPO and the program.
  4. The length of an extension will be determined on a case-by-case basis.

### III. SERVICES TO BE PROVIDED

#### A. Service Tasks

The Provider shall provide services consistent with program requirements, which at a minimum include the following:

1. Case Management Services
  - a. Case Management Services in the respite shelter shall include coordination with the youth's assigned JPO or other agencies as it relates to reunification services and needs identified during placement.
  - b. Goals and objectives shall be developed as a part of case management services, so the services provided to the youth while in respite care assist in the youth's successful return home.
2. Care and Custody
  - a. The Provider shall provide orientation of each new resident at time of admission.
  - b. The Provider shall provide nutritional, well-balanced meals, prepared and served in accordance with Departmental guidelines.
  - c. The Provider shall provide, to the JPO and to the Circuit Chief, a detailed schedule of client activities for each day of the week, including holidays, weekends and other non-school days upon request.
3. Health Services

The Provider shall provide or arrange for the provision of emergency medical and dental services to youth in need of such services as outlined in Rule 63M-2, Florida Administrative Code, and applicable sections of Rule 63N-1, F.A.C.
4. Mental Health Services
  - a. The Provider shall have a working knowledge of local mental health agencies, policies and referral procedures, and shall be responsible for coordinating with the youth's JPO, treatment for mental health and/or substance abuse needs required by the youth and identified during the admission process.
  - b. All mental health services provided directly or indirectly by the Provider to youth shall be delivered in accordance to requirements outlined in Rule 63N-1, F.A.C., as applicable.
5. Counseling Services

When needed, the Provider shall provide or arrange for and coordinate the provision of individual, group and daily counseling and vocational counseling during the youth's stay in the program.
6. Educational Services

The Provider shall provide or arrange for the provision of educational services either directly, through the local district or through attendance with an on-site educational program.

7. Physical Fitness, Recreational and Leisure Time

- a. The Provider shall provide or arrange for the provision of recreational and leisure time activities in ways that are physically challenging, educational, and constructive.
- b. These activities shall teach the youth ways to maintain his/her own physical well-being in addition to providing alternative ways of spending leisure time.
- c. Opportunities for physical conditioning shall be a part of the overall recreational activities of the program and shall be made available to all youth in the program.
- d. Indoor and outdoor physical and recreational activities shall be made available to youth on a daily basis.
- e. The Provider staff shall stress teamwork and fair play in all physical and recreational activities.

8. Transportation Services

The Provider shall provide transportation services to court for Orange county youth and arrange for the provision of transportation services, via parent/guardian or JPO for youth for program-related reasons, including but not limited to:

- a. Medical/dental appointments;
- b. Court appearances in Osceola County;
- c. Work sites/community projects;
- d. Counseling appointments with community agencies, when program staff cannot provide such services;
- e. Emergency transportation; and,
- f. Transportation requiring evacuation of youth.

B. Service Limits

All services shall be designed and provided in a manner consistent with applicable federal and state laws, rules and regulations, and the Florida Administrative Code.

C. Staffing/Personnel

The Provider and all personnel provided under this Rate Agreement, 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 Rate Agreement, to the Department's Contract Manager, prior to the delivery of services.

1. Provider Staff Qualifications:

- a. General Provider Staffing:  
All staff shall possess adequate education and training to perform the duties for which they are assigned and meet all the applicable rules, statutes, and licensing standards with regard to professional qualifications. Staff employed in the program shall meet, at a minimum, the professional and training Qualifications listed below.
  - 1) Earned an AA degree from an accredited university or college and at least one year of experience in dealing with difficult youth;
  - 2) If position provides counseling services, must follow the minimum staff qualification guidelines as indicated in Rule 63N-1, F.A.C.
- b. Professional Qualifications/Licensure

The Provider shall comply with applicable rules, statutes, and licensing standards with regard to professional qualifications. All staff shall possess adequate education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines.

1) Health Services

- a) All professionals contracted or subcontracted by the Provider to render services shall be continuously licensed, certified or registered, as appropriate in their respective areas of expertise, pursuant to applicable law in the State of Florida.
- b) The licenses and certifications shall be made available, on-site or upon request, to the Department prior to the execution of this Rate Agreement.

2) Mental Health Services

- a) Mental Health Services shall be provided by a Licensed Mental Health Professional or a non-licensed mental health clinical staff person working under the direct supervision of a Licensed Mental Health Professional.
- b) A Licensed Mental Health Professional is a Psychiatrist licensed under Chapter 458 or 459, F.S., who is board certified in Child and Adolescent Psychiatry or Psychiatry by the American Board of Psychiatry and Neurology or has completed a training program in Psychiatry approved by the American Board of Psychiatry and Neurology for entrance into its certifying examination, a Psychologist licensed under Chapter 490, F.S., a mental health counselor, clinical social worker or marriage and family therapy licensed under Chapter 491, F.S., or a psychiatric nurse as defined in Chapter 394.455(23), F.S.
- c) A mental health clinical staff person, if not otherwise licensed, must have, at a minimum, a bachelor's degree from an accredited university or college with a major in psychology, social work, counseling or a related human services field. Related human services field is one in which major course work includes the study of human behavior and development, counseling and interviewing techniques, and individual, group or family therapy.
- d) A non-licensed mental health clinical staff person providing mental health services in the program must meet one of the following qualifications:
  - i. Hold a master's degree from an accredited university or college in the field of counseling, social work, psychology, or related human services field; or
  - ii. Hold a bachelor's degree from an accredited university or college in the field of counseling, social work, psychology or related human services field and have two years' experience working with (e.g., assessing, counseling, treating) youth with serious emotional disturbance or substance abuse problems; or
  - iii. Hold a bachelor's degree from an accredited university or college in the field of counseling, social work, psychology or related human

services field and have fifty-two (52) hours of pre-service training prior to working with youth. The fifty-two (52) hours of pre-service training must include a minimum of sixteen (16) hours of documented training in their duties and responsibilities. When pre-service training has been successfully completed, the non-licensed person may begin working with youth, but must be trained for one year by a mental health clinical staff person who holds a master's degree. Pre-service training must cover, at a minimum: basic counseling skills, basic group skills, program philosophy, therapeutic milieu, behavior management, client rights, crisis intervention, early intervention and de-escalation, documentation requirements, normal and abnormal adolescent development and typical behavior problems.

- iv. The Non-Licensed Mental Health Clinical Staff person must work under the direct supervision of a Licensed Mental Health Professional. Direct supervision means that the Licensed Mental Health Professional has at least one hour per week of on-site face-to-face interaction with the Non-Licensed Mental Health Clinical Staff person for the purpose of overseeing and directing (as permitted by law within his or her State of Florida licensure) the mental health services that the Non-Licensed Mental Health Clinical Staff person is providing in the facility.
- v. The Licensed Mental Health Professional must assure that Mental Health Clinical Staff (whether licensed or non-licensed) working under their direct supervision are performing services that they are qualified to provide, based on education, training and experience."

3) Substance Abuse Services

Substance Abuse Services shall be provided in accordance with the licensure requirements set forth in Chapter 397, F.S., and Rule 65D-30 F.A.C. Rule 65D-30.003(15) states the following:

*Licensing of Department of Juvenile Justice Commitment Programs and Detention Facilities.*

*In those instances where substance abuse services are provided within Juvenile Justice Commitment programs and detention facilities, such services may be provided in accordance with any one of the four conditions described below.*

- a. *The services must be provided in a facility that is licensed under chapter 397, Florida Statutes, for the appropriate licensable service component as defined in subsection 65D-30.002(16), Florida Administrative Code.*
- b. *The services must be provided by employees of a service provider licensed under chapter 397.*

- c. *The services must be provided by employees of the commitment program or detention facility who are qualified professionals licensed under chapters 458, 459, 490 or 491, Florida Statutes.*
- d. *The services must be provided by an individual who is an independent contractor who is licensed under chapters 458, 459, 490, or 491, Florida Statutes.*

2. Staffing Training

Provider personnel shall be trained, at a minimum, in the following topics:

- a. Mandatory reporting and identification of child abuse and neglect;
- b. The Department's Incident Reporting Procedure;
- c. PAR training (must successfully complete), or, County Approved CPI training upon approval of waiver of PAR request from Department;
- d. Client confidentiality;
- e. Crisis intervention;
- f. Dynamics of the family unit;
- g. Individual, group and family counseling techniques;
- h. Suicide prevention;
- i. Human trafficking;
- j. Trauma informed care; and,
- k. Juvenile Justice Information System (JJIS) training.

The Provider shall comply with all current policies and any subsequently issued Department policies regarding staff training. Training noted above shall be counted toward meeting the training requirements, as deemed appropriate by the Department.

The Provider shall ensure all staff successfully completes training requirements as outlined in Administrative Rule 63C1.001-.003. All direct care CINS/FINS staff shall have a minimum of eighty (80) hours of training for the first full year of employment and twenty-four (24) hours of training each year after the first year. Direct care staff in residential programs licensed by Department of Children and Families are required to have forty (40) hours of training per year after the first year.

The Provider may offer the required trainings in-house or using the Department's Learning Management System licenses to gain access to Department-offered trainings. The Provider is responsible for all training costs associated with this Rate Agreement.

All local Provider 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 Department's Contract Manager.

3. Staff Background Checks

- a. The Provider and all staff shall comply with the Department's Statewide Procedure on Background Screening for Providers/Contractors. The Provider and all staff shall comply with the requirements for background screening pursuant to Chapters 39, 435, 984 and 985, F.S., and the Department's background screening policy (FDJJ 1800, revised 1/30/18). Failure to comply with the Department's background screening requirements may result in termination of the Rate Agreement. Pursuant to the Department's Policy 1800 (revised 1/30/18), the Provider shall perform pre-employment assessments using a suitability assessment tool for all prospective employees providing direct care to youth prior to hiring.
- b. A background screening shall be completed in accordance with the Department's Background Screening Policy and Procedures on all newly hired staff, including subcontractor staff, and provided to the

Department's Contract Manager prior to the initiation of employment to provide services to the Department's youth.

- c. The Provider shall ensure staff, including subcontractor staff, obtain the required five-year background re-screening every five years from the date of their approval to work at the facility in accordance with the Department's statewide procedure. Five-year re-screenings shall not be completed more than twelve (12) months prior to the original screening approval date. Results of re-screenings shall be provided to the Department's Contract Manager.
- d. A Provider may hire an employee to a position that requires background screening before the screening process is completed, but only for training and orientation purposes. However, these employees may not have contact with youth or confidential youth records until the screening is completed, the rating is eligible, and the employee demonstrates that he or she exhibits no behaviors that warrant the denial or termination of employment.
- e. The Provider shall notify the Background Screening Unit when their employee or subcontractor employees are no longer providing services under this Rate Agreement. When a current Provider staff member transitions into the Clearinghouse, the re-screen date starts anew.

4. Staff Personnel Documentation

The Provider shall maintain a personnel and training file on each staff person, which shall include, at a minimum, the following documentation:

- a. All hiring documentations;
- b. Background screening records, Evaluations, and Other relevant documents;
- c. Documentation of training;
- d. Training Certifications and Re-certifications;
- e. Training Agendas;
- f. Test Results; and,
- g. Other appropriate documentation.

5. Staffing Changes

Changes to the minimum number of staff and qualifications required in this Rate Agreement are not authorized. Staff changes shall be approved in writing by the Department's Contract Manager and Chief Probation Officer/designee.

D. Service Location and Times

1. Service Locations

The program shall be located in a Provider-owned or leased facility located in Circuit 9, Orange County, at the following address:

1800 Michigan Street  
Orlando, Florida 32806

Service Times

The Provider's respite facility shall provide respite bed services and shall have capability for admission of youth twenty-four (24) hours a day, seven days a week.

2. Changes to Service Locations/Times

All changes in the delivery of service locations and hours within the judicial circuit must be approved in writing by the Department's Contract Manager and Chief Probation Officer/designee.

E. Property

No property furnished or purchased with rate agreement funds is required for the delivery of services defined under the terms of this Rate Agreement.

F. Facility Standards, Department Property, Maintenance and Repair

- 1. This facility is Provider-owned or leased.
- 2. The Provider shall comply with standards required by fire and health authorities. The Provider shall ensure that all buildings and grounds, equipment and

- furnishings are maintained in a manner that provides a safe, sanitary and comfortable environment for youth, visitors and employees.
3. The Provider shall, in such a manner maintain the physical plant, its grounds and perimeter so that the environment is safe and secure for youth, staff, visitors and the community.
  4. The Provider shall conduct an internal security and safety audit on a regular basis to ensure that the safety and well-being of youth, staff and the community are not in jeopardy and shall follow-up with corrective action as needed. The internal security and safety audit shall be documented, and a log shall be available for inspection by the Department.
  5. The Provider shall maintain a clean, safe and secure physical environment that is in proper repair and safe and secure for youth in the program, staff and visitors.
  6. The Provider shall ensure the facility is in compliance with all city, local, state and federal codes, rules, regulations and ordinances required for occupancy and functioning of the program.

#### IV. DELIVERABLES

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

##### A. Detail of a Service Unit

1. Filled Bed - A filled bed is a respite bed occupied by a youth who is receiving a minimum of one respite shelter service in accordance with Section III., A., Service Tasks, of this Rate Agreement, to include an array of daily program services based on the youth's needs.
2. The youth in a filled bed shall be reflected on the monthly census with documentation of specific services received. Payment shall be made when the deliverable has been completed and accepted by the Department.
3. The Provider shall submit a monthly invoice with sufficient documentation to fully justify payment for the deliverables/service units delivered the previous month.
4. The Provider shall report, in accordance with Department policy, all youth admissions, releases and inactive status.
5. If the Department determines admissions to the program must be suspended due to safety, security, staffing or other programming concerns, the Department will notify the Provider, in writing, of the suspension of admissions until the Department determines the suspension can be removed and admissions resumed.

#### V. REPORTS

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

Provider	Department
Keith Yanessa	Keyla Osorno
Orange County Board of County Commissioners	201 W. Broward Blvd., Ste 208
1718 East Michigan Street	Ft. Lauderdale, FL 33301
Orlando, Florida 32806	Telephone: (954) 713-3154
Telephone: (407) 836- 6521	Fax: (954) 713-3158
E-mail: Keith.Yanessa@ocfl.net	E-mail: Keyla.Osorno@djj.state.fl.us



After execution of this Rate Agreement, 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 Rate Agreement record. All notices required by this Rate Agreement or other communication regarding this Rate Agreement shall be sent by United States Postal Service or other delivery service with proof of delivery.

A. Invoice

A properly prepared invoice shall be submitted directly to the Department's Contract Manager within thirty (30) calendar days following the end of the month in which services were rendered. Payment of the invoice shall be pursuant to section 215.422, F.S., and any interest due shall be paid pursuant to section 55.03(1), F.S. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

B. Youth Census Report

A complete list of youth who were provided services required under the terms and conditions of the Rate Agreement during the service period detailed on the invoice shall be furnished. The Youth Census Report is to be submitted with the monthly invoice. At a minimum, the Youth Census Report shall include the youth's last name and initial of first name, juvenile justice identification number, date(s) of service, and the service provided. Prior to the submission of the monthly Youth Census Report, the Provider shall confirm the accuracy of youth census data in JJIS.

C. 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 Rate Agreement.

D. Subcontract(s)

A copy of all subcontracted agreements entered into by the Provider and a subcontractor for services required of the Provider via this Rate Agreement, 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.

E. Organizational Chart

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

F. Certified Minority Business Enterprise (CMBE) Utilization Report

The Provider shall submit to the Department's Contract Manager, along with each monthly invoice, a copy of Exhibit 3, 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.

G. Continuity of Operations Plan (COOP)

Prior to the delivery of service, the Provider shall submit a COOP, which provides for the continuity of rate agreement 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*.

H. Discharge Summary Report

The Provider shall upload the youth's discharge summary into JJIS, send a copy to the Department's Contract Manager and notify the JPO in writing (email acceptable) that the document has been uploaded.

I. Ad Hoc Reports

The Provider shall provide the Department ad hoc reporting of data collected regarding the Respite Care Services Program or Subcontractor-provided program upon request of the Department's Contract Manager or designee.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO DEPARTMENT
Invoice	Monthly	Thirty (30) calendar days following the end of the month in which services were rendered	Contract Manager
Youth Census Report	Monthly	To be submitted with the invoice	Contract Manager
Organizational Chart	Upon Rate Agreement execution; annually; and upon changes	Prior to the delivery of services and July 1	Contract Manager
Proof of Insurance	Annually	Prior to the delivery and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution	Upon execution	Contract Manager
CMBE Utilization Report	Monthly	To be submitted with the invoice	Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to the delivery of services and June 1	Contract Manager and Chief Probation Officer, Circuit 9
Discharge Summary Report	Upon Discharge of Youth from Services	Upon Discharge of Youth from Services	Youth's Juvenile Probation Officer, Contract Manager and Upload to JJIS
Ad-Hoc Reports	As needed	As needed	Contract Manager

Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Department's Contract Manager will approve or reject deliverables and reports.

## VI. PERFORMANCE MEASURES

A. Program Measures: At a minimum, the following program-specific performance measures are required:

1. Goal: One hundred percent (100%) of all youth shall be delivered scheduled services applicable to the program description and specifications for the term of this Rate Agreement.  
Measure: This will be calculated by taking the number of youth who were delivered scheduled services applicable to the program description and specifications divided by the number of youth who were referred and accepted by the program.  
Minimum Standard: One hundred percent (100%) of all youth shall be delivered scheduled services applicable to the program description and specifications for the term of this Rate Agreement.
2. Goal: One hundred percent (100%) of all youth in the shelter shall be monitored on a daily basis, as demonstrated through daily accountability log entries.  
Measure: This will be calculated by taking the number of youth who are in the shelter and listed in the daily accountability log entries, divided by the number of youth who were referred and accepted by the program.

Minimum Standard: One hundred percent (100%) of all youth in the shelter shall be monitored on a daily basis, as demonstrated through daily accountability log entries.

3. Goal: One hundred percent (100%) of all youth shall have an ongoing case plan developed within seventy-two (72) hours of admission, in accordance with program policy.

Measure: This will be calculated by taking the number of youth with case plans in their file within seventy-two (72) hours of admission, divided by the number of youth who were referred and accepted by the program.

Minimum Standard: Ninety-five percent (95%) of all youth shall have an ongoing case plan developed within seventy-two (72) hours of admission, in accordance with program policy.

4. Goal: One hundred percent (100%) of all youth shall receive one hour daily of social skills, life skills, personal hygiene, and health education groups documented in the case file.

Measure: This will be calculated by taking the number of youth who receive one hour daily of social skills, life skills, personal hygiene, and health education groups as documented in the case file divided by the daily number of youth who were referred and accepted by the program.

Minimum Standard: Ninety-five percent (95%) of all youth shall receive one hour daily of social skills, life skills, personal hygiene, and health education groups documented in the case file.

B. Outcome Evaluation

1. The Provider shall be required to provide data for an evaluation to be conducted by the Department.
2. The Department will use the evaluation process and outcome data collected throughout the duration of this Rate Agreement to determine the effectiveness of the program.



BCC Mtg. Date: May 5, 2020

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES  
RATE AGREEMENT #10678**

Rate Agreement Number: 10678

Total Renewal Amount: \_\_\_\_\_

Total Contract / Rate Agreement Amount: \_\_\_\_\_

Provider Name: Orange County Board of County Commissioners

Provider FEIN: 59-6000773

Provider's Authorized Representative Name: \_\_\_\_\_

Provider's Authorized Representative Title: \_\_\_\_\_

Address: 1718 East Michigan Street

City: Orlando State: Florida Zip: 32806

Phone Number: (407) 836-6521

Email Address: \_\_\_\_\_

Paragraph 287.135(2)(a), Florida Statutes (F.S.), prohibits agencies from contracting with companies, for goods or services of any amount, that are on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or are engaged in a boycott of Israel.

Paragraph 287.135(2)(b), F.S., prohibits agencies from contracting with companies, for goods or services of **\$1,000,000 or more**, that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or are engaged in business operations in Cuba or Syria; or engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela pursuant to s. 215.472(3).


The most current lists are found at the following website:  
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.asp>  
X

As the person authorized to sign on behalf of **ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**, I hereby certify that the company identified above in the section entitled "Provider Name" is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel.

For actions of **\$1,000,000 or more**: As the person authorized to sign on behalf of **ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**, I hereby certify that the company identified above in the section entitled "Provider Name" is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or engaged in business operations in Cuba or Syria; or engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela pursuant to s. 215.472(3).

I understand that pursuant to subsection 287.135(5), F.S., the submission of a false certification may result in the Rate Agreement being terminated and subject the above-named Provider to civil penalties, attorney's fees and/or costs, including any costs for investigations that led to the finding of false certification.

Additionally, per subparagraph 287.135(5)(a)2., F.S., I understand that the above-named Provider is ineligible to bid on any contract with an agency or local governmental entity for three years after the date the agency or local governmental entity determined that the company submitted a false certification.

Certified by: <u>Burton W. Brooks</u>	
who is authorized to sign on behalf of the above-named Provider.	
Print Name of Above Signee: <u>Burton W. Brooks</u>	
Title: <u>County Administrator</u>	
Date: <u>MAY 05 2020</u>	