

RATE AGREEMENT BETWEEN
STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE
AND
NEW WORLD BELIEVERS, INC.

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 **NEW WORLD BELIEVERS, INC.** (hereinafter referred to as the "**Provider**"), whose address is **1211 SANTA FE CIRCLE, PENSACOLA, FLORIDA, 32505**, to provide **Civil Citation (CC) community services** to youth as outlined in Attachment I, Services to be Provided. Services are to be delivered in Circuit 1, Escambia County.

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 contract for which the Department may unilaterally terminate this Rate Agreement.

The following statement is required pursuant to section 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 **October 1, 2017** or upon full execution, whichever is later, and shall end at **11:59 P.M. on September 30, 2020**. 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

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

A filled program slot day is defined as a youth participating in program services.

Service/Deliverable	Unit Cost Rate
Filled Program Slot Day	\$4.97

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.
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. 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.
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 Department's Learning Management System to participate in trainings and document the completion of the required trainings by its employees, agents or subcontractors.
 - c. Provider staff shall be trained on the Department's Policy and Procedures regarding Human Trafficking. The required training is available through the Department's learning management system (Course FDJJ 316 – Human Trafficking 101 for Direct Care Staff). This course introduces the staff to the nature and scope of human trafficking, trains them to recognize the signs of trafficking in victims, and teaches them what to do if they suspect someone is a victim of human traffickers.

IV. **LIABILITY**

Indemnification

- A. Pursuant to section 768.28(11)(a), F.S., 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. In the event of claims combining indemnifiable and non-indemnifiable allegations, the Provider shall provide costs of defense, but remains obligated to pay only those damages assessed as the result of acts or omissions of the Provider.

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

C. Federal Financial Assistance (If applicable, i.e. if federal funds are utilized)

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, 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 (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, Department of Financial Services, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

B. Transfer of Records

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

VIII. GENERAL TERMS & CONDITIONS

A. Incorporated by Reference

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

B. Order of Precedence

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

1. Rate Agreement document including any attachments, exhibits, and amendments;
2. The Request for Proposals, Invitations to Bid, Invitations to Negotiate, exhibits, and appendices, including any addenda;
3. F.S. and F.A.C.;
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 sections 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's 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

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

K. Sponsorship

If the Provider is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Rate Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by New World Believers, Inc., 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 section 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. http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/respect

M. Force Majeure

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

N. Insurance

1. The Provider shall maintain, if applicable, the following types of insurance listed below during the entire period of this Rate Agreement and submit proof of maintenance to the Department prior to the delivery of service, and annually thereafter. The Provider shall 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.

- 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, F.S., 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 choose 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; and
 - c. All coverage required in this Rate Agreement.

O. Suspension of Work

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

P. Inspector General Requirements

1. Investigation

Pursuant to section 20.055, 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 within three (3) business days of the arrest. However, the CCC Rule requires the arrested staff member to report the arrest to the CCC within two (2) 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, Effective Date 08-01-16). 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. 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 the FDJJ Policy 2000 (Revised 04/10/17) 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 0.5% = 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 Contract, certifies that neither it nor its principals is presently assigned an active exclusion with the Federal System for Award Management (SAM). Exclusions can be found at: <http://www.sam.gov/>. The Provider shall notify the Department if, at any time during this Contract, it or its principals are assigned an active exclusion.

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.

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 Invoice¹
- Exhibit 2: Sample Youth Census Report¹
- Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report¹
- Exhibit 4: Staff Vacancy Report²
- Exhibit 5: Staff Hire Report²
- Exhibit 6: Staffing Level Table
- Exhibit 7: Details of Delinquency Intervention(s) and/or MH/SA Service(s)
- Exhibit 8: Weekly Schedule

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

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

This 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
NEW WORLD BELIEVERS, INC

SIGNED BY:

NAME:

TITLE:

DATE:

VENDOR NUMBER: **F300236534**

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY:

NAME: **TIMOTHY NIERMANN**

TITLE: **DEPUTY SECRETARY**

DATE:

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

The Provider shall provide a local Civil Citation (CC) program and serve male and female youth under the age of eighteen (18) who have received a CC from Law Enforcement agencies, are referred by the Office of the State Attorney or reside in Circuit 1, Escambia County.

B. Service Description

1. CC program services shall be available to CC youth six (6) calendar days per week, three-hundred thirteen (313) calendar days per year. Services shall be made available for youth and provided in accordance with the Provider's approved Weekly Schedule, Exhibit 8 of this Rate Agreement. Updates to the weekly schedule may be made without an Amendment to this Rate Agreement when submitted in writing to the Department's Contract Manager with a copy to the Department's Statewide Civil Citation Coordinator.
2. The Provider shall deliver all services consistent with chapter 985, F.S. and Chapter 63D, F.A.C.
3. The Provider shall provide or arrange for the provision of all appropriate services as determined necessary for the youth as indicated by the Prevention Assessment Tool (PAT). Services shall include the provision of Impact of Crime (Victims Impact), CHOICES, Corrective Thinking (TruThought), VOICES, and Chemical Awareness Substance Abuse referrals in accordance with the specifications outlined in the curriculum details.
4. In addition, if the youth indicates a need for Mental Health and/or Substance Abuse (MH/SA) services as determined by the PAT, the youth shall be referred for such services to resources in the community. The only exception to a referral is if a Mental Health/Substance Abuse approved service is available directly from the Provider.
5. The Provider shall also maintain a good working relationship with the Office of the State Attorney and local Law Enforcement in Circuit 1 where CC services are offered and delivered to CC youth.

C. Authority for Specific Contracted Program Services

The authority to operate CC program services is granted to the Department in section 985.12, F.S., and 63D-10.002, F.A.C., which specifies the requirements and criteria governing alternative interventions used to divert low-risk youth from formal judicial system involvement.

D. Restorative Justice Approach

Restorative Justice is a philosophy that focuses on repairing the harm caused to people and relationships as a result of the criminal activity. Service provision shall reflect the Restorative Justice philosophy. Services shall assist youth in the functioning of society; becoming stronger in character; showing remorse and empathy towards others; connecting with his/her community and recognizing the potential to be a positive member of society; and taking advantage of opportunities to lead, belong, mentor, and contribute to humanity.

E. Service Limits

Services shall be limited to youth who received a CC by Law Enforcement agencies or are referred from the Office of the State Attorney. The Provider shall only provide services to youth who received a CC from Law Enforcement agencies or referred from the Office of the State Attorney. In addition, the Provider shall manage acceptance of referrals in a manner that ensures the allocated funding for each Fiscal Year (FY) will be available throughout the identified FY. The Department may consider providing more funding, if available, upon a written request (email acceptable) to the Department's Contract Manager with a copy to the Department's Statewide CC Coordinator from the Provider within sixty (60) days prior to the estimated date of exhausted funding which

includes the amount needed to serve youth until the end of the fiscal year. The Department must provide written approval (email acceptable) pending funding availability if it's in the best interest of the Department and youth to be served.

F. Major Goal(s) of the Service

The goal of the CC program is to provide case management services and delinquency intervention services which give misdemeanor offenders the opportunity to participate in intervention services at the earliest stage of delinquency, address a youth's behavior, and provide an alternative to arrest. It is also a goal of the CC program that youth in need of MH and/or SA services are referred for such services as necessary and appropriate to meet the needs of the youth and family.

II. YOUTH TO BE SERVED

A. General Description of Youth to be Served

Youth referred to the CC program for services shall be offenders who have committed a misdemeanor offense and have received a CC from Law Enforcement agencies or are referred from the Office of the State Attorney. Youth must admit to committing the alleged offense and have the consent of the parent(s)/guardian(s) to participate in the CC program.

B. Youth Eligibility

Eligible youth shall be youth who are under the age of eighteen (18) who have committed a misdemeanor offense for which Law Enforcement would arrest the youth and take the youth into custody and who are instead issued a CC from Law Enforcement agencies, the Office of the State Attorney, or reside in Circuit 1, Escambia County.

C. Youth Referrals

1. Youth may be referred for CC services from Escambia County Law Enforcement agencies or the Office of the State Attorney.
2. The Provider shall review referral information and determine if the program has the capacity to serve the youth.
3. If the Provider has the capacity, the Provider shall verify the youth's information in the Prevention Web of the Juvenile Justice Information System (JJIS), indicating program placement for tracking of services and confirmation of youth census for payment purposes.
4. If the program is at full capacity with no available slots, the Provider shall reject the youth's referral by sending notice to the Chief Probation Officer (CPO) in the Circuit where the youth was issued the CC.
5. If the Provider determines a referred youth rejects or elects not to participate, the Provider shall reject the youth, close the youth's program case file in the JJIS Prevention Web, document information and retain in the youth's program case file and provide notification to the issuing Law Enforcement agency, the Office of the State Attorney and the Department's CPO in the Circuit where the CC was issued. The method of notice of acceptance/rejections of referral shall be either hard copy or electronic (e-mail acceptable).

D. Extension Requirements

The standard length of time for youth participation in the program shall be ninety (90) calendar days or less. However, the length of services to a youth shall be based on the youth's Prevention Assessment Tool (PAT) and Individualized Service Plan (ISP).

1. Any requests for extension of service beyond ninety (90) calendar days shall be made in writing (email acceptable), by the Provider to the Department's CPO in the Circuit fourteen (14) calendar days before the ninetieth (90th) day of program participation eligibility expires. The request to extend shall include a justification, requested length of the extension, and the PAT assessment or ISP that supports the extension request.
2. The CPO shall have five (5) business days to respond in writing (email acceptable), to the Provider, with a copy to the Department's Contract Manager and the Department's Statewide Civil Citation Coordinator. The length of an extension shall be determined on a case-by-case basis.

III. SERVICES TO BE PROVIDED

A. Service Tasks

The program shall provide, at a minimum, the following services:

1. Program Acceptance and Orientation
 - a. If program capacity is available, the Provider shall accept and assign a Case Manager to the youth within seven (7) calendar days of receiving a CC from Law Enforcement agencies or referral from the Office of the State Attorney.
 - b. The Case Manager shall make face-to-face contact with the youth and parent(s)/guardian(s) within ten (10) business days within acceptance of the referral into the Prevention Web of the JJIS.
 - c. During the initial meeting, the Case Manager shall obtain the signature of the youth and his/her parent(s)/guardian(s) on a program participation agreement that denotes their understanding of the expectations regarding the program, willingness to participate, ability to comply with the requirements of the CC program, and understanding that failure to comply may result in the processing of the youth through the formal criminal justice system via arrest and prosecution.
 - d. If program capacity is not available, the Provider shall reject the youth and send notification to the CPO as set forth in section II., C., 4., above.
2. Assessment of Service Needs and Individual Service Plan (ISP)
 - a. The Provider shall, within forty-eight (48) hours of program admission, not including weekends and holidays, conduct the PAT to develop an ISP for each youth. Service planning includes allowing the youth and family to provide input on the youth's program participation requirements and scheduling of services. The ISP shall address identified needs and must contain clear action steps that state who, what, and how often services are required and what the youth must do to complete requirements. The ISP shall document how all requirements identified on the youth's assessment will be met, to include needed services, sanctions to be completed and restitution/community service, as applicable.
 - b. The Provider shall ensure that the youth's progress against the ISP is documented and retained on a weekly basis in the youth's program case file. The Provider's staff shall conduct monthly reviews every thirty (30) calendar days of each youth's file to provide guidance and make recommendations regarding the youth's progress and efforts for completion of tasks required during the program participation period.
3. Case Management
 - a. The Provider shall provide case management services to all youth participating in program services.
 - b. Case management duties include the provision or review of a PAT assessment and review of the youth's ISP.
 - c. Case management services shall include but are not limited to the following: arrangement for, referral to, and coordination of community services based on the ISP, the needs of the youth and family, and completion of sanctions including community service hours. When necessary and appropriate, the Provider shall arrange for and/or coordinate the youth's transport to necessary appointments, Mental Health /Substance Abuse services, and program sponsored activities.
 - d. Delivery of case management services shall include addressing all other tasks outlined in section (III. A), Service Tasks and shall occur as frequently as outlined, but at a minimum include face-to-face contact with the CC youth weekly.

- e. The Provider shall document and retain all case management activities in the youth's program case file, including face-to-face interaction, telephone contact with the youth and his/her parent(s)/guardian(s), and written or verbal accounts from collateral sources, such as educational institutions, employers, counselors, electronic data bases, etc. Case file notes shall demonstrate compliance or attempted compliance with the CC requirements and the youth's ISP.
 - f. All referrals to outside sources shall be documented and retained in the youth's program case file, with the date of referral and follow up notes ensuring the youth followed through with referrals.
4. Restitution
- a. The Provider shall be responsible for conducting the oversight and documentation of the youth's required restitution to victims.
 - b. The Provider shall develop procedures to ensure youth meet all restitution requirements and ensure required restitution is collected and funds are forwarded consistent with locally approved procedures as established by the local stakeholders for collection and payment to the victim. A copy of the written procedures for youth restitution shall be provided to the Department's Statewide Civil Citation Coordinator (email acceptable).
 - c. The youth's restitution payments and disbursements to the victim shall be documented and retained in the youth's program case file.
5. Community Service
- a. The Provider shall be responsible for conducting the oversight and documentation of the youth's required community service hours.
 - b. The Provider shall develop procedures to ensure youth meet all community service requirements and ensure required hours are collected with locally approved procedures. A copy of the written procedures shall be provided to the Department's Statewide Civil Citation Coordinator (email acceptable).
 - c. The Provider shall provide/identify appropriate locations for youth to complete required community service hours and ensure youth participating in community service are appropriately supervised during the completion of community service hours. Community service hours shall be completed consistent with the principles of Restorative Justice.
 - d. Documentation of attendance of community service hours shall be retained in the youth's program case file.
6. Contact and Oversight
- a. The Provider shall ensure case management staff conduct regular contact and provide oversight as required for CC youth.
 - b. The Provider shall require contacts for each youth admitted for CC services that promote advancement through the program and assistance in meeting the goals and sanctions contained in the youth's ISP.
 - c. Contact requirements for each youth admitted to the program shall be based on the youth's needs as identified through the PAT assessment. At a minimum, the Provider staff shall have face-to-face contact with the youth on a weekly basis to review progress and ensure completion of the ISP. In addition, the Provider staff shall meet face-to-face with the youth and parent(s)/guardian(s) once a month to ensure ongoing parental support. Family engagement is of critical importance throughout the program duration.
 - d. Contact with each youth shall be based on the ISP, and documentation shall be retained in the youth's program case file with notes and accounts as activities occur. Well-documented attempts to contact the youth and family may be accepted as contacts, with activity notes and signature of staff.

7. Delinquency Interventions

a. The Provider shall ensure that each youth receives one (1) or more approved interventions services as determined by the PAT, based on the youth's needs. Only approved delinquency interventions services are authorized for youth in CC programs. The following is approved for this Provider:

1) Choices

Youth referred for this Delinquency Intervention shall participate in group sessions on the following topics:

- a) What got me here which explores the consequences of past decisions and learning skills for controlling anger, handling negative peer pressure, working with authority figures, and strengthening ties; and
- b) Responsible behavior which focuses on the link between thoughts, feelings and behaviors, exploring the connection between situations, self-talk and feelings, and how they relate to behavior choices. Choices is offered five (5) times a week, one (1) hour at length, and each youth is required to attend twelve (12) weeks in its entirety.

2) Impact of Crime

Youth referred for this Delinquency Intervention shall participate in group sessions on the following topics: Anger Management and self-esteem issues. Impact of Crime is offered five (5) times a week, one (1) hour at length, and each youth is required to attend twelve (12) weeks in its entirety.

3) Corrective Thinking (TruThought)

Youth referred for Corrective Thinking shall participate in five (5) one (1) hour sessions for a total of twelve (12) weeks on the following topics: Self-respect, instant gratification, self-discipline, losing face to courage over fear, control to cooperative relationships, possessive attitude to healthy relationships, and superior uniqueness to humility.

4) VOICES

Youth referred for this Delinquency Intervention shall participate in five (5) one (1) hour sessions for a total of twelve (12) weeks on the following topic: Self-esteem, risky behavior, and faulty thinking.

b. When making referrals, Mental Health services, within this scope of services are counseling/therapy services offered to youth with a diagnosed mental disorder, conducted in an individual, group or family setting, based on the youth's Mental Health Treatment plan; and provided by, or under the direct supervision of, a Licensed Mental Health Professional as set forth in chapter 394, F.S.

c. When making referrals, Substance Abuse services, within this scope of services refer to Prevention, Intervention, or Outpatient Treatment which are licensed service components under chapter 397, F.S. as set forth in Rule 65D-30.003. Specifically, Substance Abuse "Prevention" means a process involving strategies that are aimed at the individual, family, community, or substance and that preclude, forestall, or impede the development of substance use problems and promote responsible lifestyles. Substance Abuse "Intervention" means structured services directed toward individuals or groups at risk of Substance Abuse and focused on reducing or impeding those factors associated with the onset or the early stages of Substance Abuse and related problems. Substance Abuse "Outpatient Treatment" is a service that provides individual, group,

or family counseling by appointment during scheduled operating hours for individuals who meet the placement criteria for this component. Substance Abuse services are counseling/therapy services offered to youths with a diagnosed substance related disorder, conducted in an individual, group or family setting, based on the youth's substance abuse treatment plan, and provided by a Licensed Qualified Professional or Substance Abuse Clinical Staff Person employed by a service provider licensed under chapter 397, F.S., as set forth in Rule 65D-30.003(15), F.A.C.

- d. Details of Delinquency Intervention(s) and/or Service(s) (Exhibit 7). The Provider shall ensure that each youth receives one (1) or more or approved interventions or services from the Pick List, as determined by the PAT, based on the youth's needs. Only approved Delinquency Interventions and/or services identified in Exhibit 7 (Details of Authorized Delinquency Intervention(s) and/or Service(s)) are authorized for youth in CC programs.
 - e. Staffing requirements are specified for each approved intervention and/or Mental Health and/or Substance Abuse service on Exhibit 7 (Details of Delinquency Intervention(s) and/or Mental Health and/or Substance Abuse Service(s)), and must be complied with by the Provider if delivered to youth directly by the Provider's staff.
 - f. Any requests to alter the approved delinquency intervention shall be made in writing (email acceptable), by the Provider to the Department's Contract Manager. The Department's Contract Manager shall have five (5) business days to respond in writing (email acceptable), to the Provider, with a copy to the Department's Statewide Civil Citation Coordinator.
8. Requirements for Mental Health and Substance Abuse Services
- a. Based on the needs of the youth indicated by the PAT assessment and set forth in the ISP, the Provider shall ensure that any identified MH and/or SA service is obtained to address the needs of the youth and family.
 - 1) The Provider shall refer youth to community resources for MH and/or SA service(s). This shall require the Provider to establish appropriate linkages with local resources/services to provide services at a reduced or zero (0) amount.
 - a) Referred services shall be paid for through the use of Medicaid, if the youth is eligible; or
 - b) Referred services shall be paid for by the family, if individual insurance is available.
 - c) In the event the youth has no ability to pay for referred MH/SA service(s), the Provider shall contact the CPO of the Circuit where services are provided, who shall determine MH/SA Service(s) availability and refer the youth through other resources, if appropriate.
 - 2) If the Provider has resources within their own organization to provide MH/SA service(s) as outlined above, youth may be referred to receive MH services from professionals who are qualified pursuant to chapter 394, F.S. and/or SA services pursuant to chapter 397, F.S. The per diem rate payable to the Provider under this Rate Agreement is not contemplated to cover the youth's MH and/or SA service(s).
 - 3) MH services shall be provided by community providers and professionals who are qualified to provide MH services pursuant to chapter 394, F.S., and applicable rules.

- 4) SA services shall be provided by community providers and professionals who are qualified to provide SA services pursuant to chapter 397, F.S., and Rule 65D-30, F.A.C.
- 5) Additional MH/SA service Requirements:
 - a) The Provider must provide or arrange for youth who exhibit symptoms or behaviors which indicate the need for crisis intervention or emergency MH and/or SA services to receive such services pursuant to chapters 394 and 397, F.S. Emergency MH/SA services shall include the following:
 - i. The Provider must provide or arrange for youth who demonstrate suicide risk factors, suicide risk behaviors, or serious self-injurious behaviors to receive an immediate assessment of suicide risk or emergency MH services. Youth who pose an imminent threat of harm to self or others due to mental illness are to receive emergency MH services as set forth in chapter 394, F.S.
 - ii. The Provider must provide or arrange for youth who demonstrate substance intoxication or withdrawal to receive emergency SA services pursuant to chapter 397, F.S. Any youth suspected of substance intoxication or withdrawal symptoms must receive immediate medical attention.
 - b) The Provider shall document referrals for all MH/SA service referrals made as a result of identified needs on the PAT. The Provider shall follow up within thirty (30) calendar days to ensure that the youth and their parent(s)/guardian(s) have taken the appropriate steps to obtain services and determine if services are ongoing, or have been completed. Services needed beyond the date of the youth's completion and discharge from the CC program are not the responsibility of the Provider.
 - c) When documenting follow-up or monitoring, the Provider shall act upon reports of non-participation such as missed appointments, or not adhering to the policies of the program and retain all documents and monitoring forms in the youth's program case file.
 - d) In the case of a youth whose assessment identifies the need for inpatient placement for MH and/or SA services, the Provider shall forward written notification (email acceptable) to the Department's Contract Manager and the CPO of any youth admitted to a MH and/or SA (inpatient) treatment program to address risks and needs critical to the youth's rehabilitation.
 - i. The youth shall be removed from the Provider's Census Report and shall not be included on the monthly invoice.
 - ii. Youth who do not complete MH and/or SA inpatient treatment within thirty (30) calendar days shall be released from the CC program and the Provider shall make notification to the Department's Contract Manager and the Office of the State Attorney.

9. Other Program Services
The Provider shall deliver other program services not identified above, which shall be provided based upon identified needs including, but not limited to: motivational workshops, forum opportunities, educational tours, enrichment classes, victim offender mediation, family group coaching, mentoring, gender-specific programming, social skills, self-sufficiency skills, life skills, educational assistance, minority services, behavior management, and pre-vocational services.
10. Drug Screening/Urinalysis
 - a. During program participation, youth with alcohol/substance abuse offenses or having identified needs on the PAT may be required to submit to random urinalysis testing, at the discretion of the Provider.
 - b. The Provider shall retain a copy of all results within the youth's program case file.
11. Case Files, Records, and Documentation
 - a. Upon admission to receive CC services, the Provider shall develop a case file for each youth, to include a signed consent/participation agreement by the youth's parent(s)/guardian(s), an ISP for the youth, case management notes, and discharge/release information.
 - b. Case notes shall demonstrate compliance (or attempted compliance) regarding action steps by the youth, parent(s)/guardian(s), and staff member(s) contained in the youth's ISP.
 - c. The Provider shall ensure documentation in the youth's program case file as required elsewhere in this Rate Agreement.
 - d. The confidentiality of mental health services documentation and clinical records shall be maintained as forth in Chapter 394, F.S. and applicable rules. The confidentiality of substance abuse services documentation and clinical records shall be maintained as set forth in Chapter 397, F.S., and applicable rules.
12. Program Discharge
The average length of stay in the program shall be ninety (90) calendar days or less.
 - a. The Provider shall release the youth upon successful completion of the program. Successful completion of the program occurs when the youth has successfully met each service and sanction requirement detailed in the ISP.
 - b. The Provider shall release the youth upon unsuccessful completion of the program immediately and notify the issuing Law Enforcement agency, the Office of the State Attorney, and the Department's CPO in the Circuit where the CC was issued. Unsuccessful completion of the program occurs when the youth has failed to comply with the service and sanction requirements detailed in an ISP after a period not to exceed ninety (90) calendar days unless an extension has been granted.
13. JJIS and Data Requirements
 - a. Throughout the term of this Rate Agreement, the Provider shall be responsible for the collection, maintenance, analysis, and reporting of data to Department. The Provider shall manage data in the Department's JJIS Prevention Web including youth demographics, daily enrollment, monthly census, discharge, and status updates.
 - b. The Provider shall be responsible for the accuracy of the information entered into the JJIS Prevention Web and ensuring data is maintained.
 - c. Youth must be placed in the JJIS within three (3) business days of the youth's admission to the program.
 - d. The youth assessment using the PAT is required to be completed within forty-eight (48) hours of admission, not including weekends and holidays.

The information from the PAT shall be entered into the JJIS upon completion of the PAT.

- e. Youth must be released from the program in the JJIS within five (5) business days of program completion.
- f. The Provider shall utilize the Staff Verification System (SVS) in the JJIS and the Department's Learning Management System to maintain staff verification data and training information.
- g. The data reporting requirement is based on the Department's capability to provide access and training for the JJIS Prevention Web.
- h. The responsibility for entering data in the JJIS is based on the Department's capability to provide access to the system to the Provider. The Department's Data Integrity Officer (DIO) shall facilitate the JJIS training for a limited number of Provider staff prior to the anticipated Rate Agreement start date. The Provider shall contact the Department's Contract Manager for the telephone number to the Department's DIO for the Circuit to gain appropriate access and secure training within forty-five (45) calendar days of this Rate Agreement start date.
- i. The Provider shall designate a lead staff person responsible for ensuring completion and accuracy of the JJIS data entry, including admission and release dates. This staff person shall also be the main contact for the Department's DIO and the Office of Program Accountability. The Provider shall cross-train a sufficient number of staff to ensure the accurate and timely recording of data.

B. Service Limits

The Provider shall only be paid for CC services rendered to youth admitted for services who received a Civil Citation from Law Enforcement agencies or are referred from the Office of the State Attorney.

C. Staffing

1. General Staffing

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.

2. Staff Levels

Final staffing levels are specified in Exhibit 6 (Staffing Level Table). Updates to the Staffing Level Table may be made without an Amendment to the Rate Agreement when submitted in writing to the Department's Contract Manager with a copy to the Department's Statewide Civil Citation Coordinator.

3. Staffing Qualifications

- a. At a minimum, (with the exception of administrative support) staff performing CC service duties must possess an Associate's Degree from an accredited college or university and two (2) years working experience with a juvenile diversion population. Staff performing administrative support must have a high school diploma.
- b. Prior to the start of services, the Department may consider program staff who do not meet the minimum education and professional experience qualifications upon receipt of a written request to the Department's Contract Manager from the Provider which includes the name, education, professional experience and a statement to support an exemption from the above qualifications.

- c. **Delinquency Intervention Staffing Requirements:** Delinquency Interventions shall be provided by qualified staff, who are trained in the specified intervention, as applicable. The minimum education and experience requirement is an Associate's Degree with two (2) years of experience. A Bachelor's Degree with some past experience working with a juvenile diversion population is preferred. Proof of qualifications for hired staff must be submitted upon request.
 - d. **Substance Abuse Services Staffing Requirements:** SA services shall be provided by community providers who are qualified to provide SA services pursuant to chapter 397, F.S. SA services shall be provided by a person who is a licensed service provider under chapter 397, F.S., or a licensed qualified professional which means a licensed physician under chapter 458 or 459, F.S.; a licensed psychologist under chapter 490, F.S.; or a licensed Mental Health counselor, clinical social worker or marriage and family therapist under chapter 491, F.S. A non-licensed Substance Abuse clinical staff person must be an employee of a service provider licensed under chapter 397, F.S., and must work under the direct supervision of a "qualified professional" (as defined in section 397.311, F.S. who is an employee of a service provider licensed under chapter 397, F.S.
 - e. **Mental Health Services Staffing Requirements:** MH services shall be provided by community providers who are qualified to provide Mental Health Services pursuant to chapter 394, F.S. MH services shall be provided by a licensed Mental Health professional or a non-licensed Mental Health clinical staff person that is working under the direct supervision of a licensed Mental Health professional. A licensed Mental Health professional means a psychiatrist licensed pursuant to chapter 458 or 459, F.S., a psychologist licensed pursuant to chapter 490, F.S., or a Mental Health counselor, clinical social worker, or marriage and family therapist licensed pursuant to chapter 491, F.S. or a psychiatric nurse as defined in section 394.455(23), F.S. or a non-licensed Mental Health clinical staff person that is working under the direct supervision of a licensed Mental Health professional. A licensed Mental Health professional means a psychiatrist licensed pursuant to chapter 458 or 459, F.S., a psychologist licensed pursuant to chapter 490, F.S., or a Mental Health counselor, clinical social worker, or marriage and family therapist licensed pursuant to chapter 491, F.S. or a psychiatric nurse as defined in section 394.455(23), F.S.
4. **Staffing Training**
All staff shall be appropriately trained to perform their assigned tasks prior to assuming caseload duties. Training shall be consistent with the Department's training policy as well as, documented and retained in the employee's training file. Providers must utilize the Department's Learning Management System to participate in trainings and document the completion of the required trainings. The Department will provide these trainings and shall be coordinated via the Department's Contract Manager. The following trainings are mandatory:
- a. The JJIS Prevention Web Training (one (1) day);
 - b. Motivational Interviewing (MI) training (two (2) days); and
 - c. PAT training (one (1) day).
 - d. To request PAT training, access the following website:
<http://www.djj.state.fl.us/partners/our-approach/PACT/prevention-assessment-tool>
5. **Background Screening**
- a. The Provider and all staff shall comply with the Department's Statewide Procedures on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website located at

- <http://www.djj.state.fl.us/services/support/OIG/BSU> and clicking on the clearinghouse tab on the Department's web link provided here. 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. Failure to comply with the Department's background screening requirements may result in termination of this Rate Agreement.
- 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 start of direct contact with youth under this Rate Agreement.
 - c. The Provider shall ensure staff, including subcontractor staff, obtain the required five-year background re-screening every five (5) years from the date of their approval to work at the facility in accordance with the Department's statewide procedure. Five (5) 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. The Provider shall notify the Background Screening Unit when their employee or subcontractor employees are no longer providing services under this Rate Agreement.
- D. Service Times and Location
1. Service/Administrative Location
CC services shall be provided in a Provider-owned, leased facility, or other locations within the community that are accessible to youth. The Provider shall have an office within Circuit 1 with adequate space to provide services, as applicable, and space to maintain confidential youth records.
Administrative Location
New World Believers, Inc., 4243 Erress Blvd., Pensacola, FL 32505
Service Location(s)
New World Believers, Inc., 4243 Erress Blvd., Pensacola, FL 32505
 2. Service Times
CC services shall be made available to referred youth six (6) calendar days a week (Monday through Friday and Saturdays for community service oversight) and shall operate three-hundred thirteen (313) calendar days a year. Documentation of service activities and tasks must be maintained by the Provider and made available upon request.
 3. Weekly Schedule
Services shall be made available for youth and provided in accordance with the Weekly Schedule (Exhibit 8) of the Rate Agreement. Updates to the weekly schedule may be made without an Amendment to the Rate Agreement when submitted in writing to the Department's Contract Manager with a copy to the Department's Statewide Civil Citation Coordinator.
 4. Changes to Service Locations/Times
The Provider may make changes to the program location and service times only upon written notification to the Department's Contract Manager with a copy to the CPO, prior to any changes. Changes may be implemented only upon written approval (email acceptable) from the Department's Contract Manager with a copy sent to the CPO.
- E. Property, Facility Standards, and Maintenance Repair
No property furnished or purchased with Rate Agreement funds is reimbursable under the terms of this Rate Agreement.

IV. DELIVERABLES

- A. The deliverable/service unit for this Rate Agreement is a filled program slot day defined

as a youth participating in program services.

- B. Filled program slot days shall be reflected on the monthly Youth Census Report accompanied by the youth's name and the JJIS ID number, with documented program participation monthly. The Department shall only pay for filled program slot days with documented program participation (admitted and receiving services during the payment month).

V. REPORTS

- A. The Department shall require various reports throughout the term of this Rate Agreement. The Provider shall complete reports as required to become eligible for payment.
- B. 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
Mr. Rodney Jones	Arlinda Thompson
Address: 1211 Santa Fe Circle	Address: 2020 SE Capital Circle SE
Pensacola, FL 32505	Tallahassee, FL 32399
Telephone: (850) 607-3252	Telephone: (850) 717-2843
Email: rjbyfaithnotsight@gmail.com	Email: Arlinda.thompson@dji.state.fl.us

- C. After execution of this Rate Agreement, any changes in the information contained in this section shall be provided to the other party in writing and shall be sent by United States Postal Service or other delivery service with proof of delivery. 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.

1. Invoice (Exhibit 1)

A properly prepared invoice shall be submitted directly to the Department's Contract Manager within ten (10) business days following the end of the month for 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.

- The Provider shall submit a monthly invoice with sufficient documentation to fully justify payment for the service units (filled slots) indicated on the Youth Census Report and delivered the previous month.
- Payment must be triggered by receipt of identified deliverables, to include at a minimum, a filled slot.
- Failure by the Provider to promptly report and document deliverables as required shall result in a reduction in the monthly invoice.
- The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Rate Agreement.
- Invoices for amounts due under this Rate Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- It is the responsibility of the Provider to notify the CPO with a copy to the Department's Contract Manager when the program is at capacity and contracted slots are not available.

2. Youth Census Report (Exhibit 2)

A complete list of youth who were provided CC services required under the terms and conditions of this Rate Agreement during the service period detailed on the invoice shall be furnished. At a minimum, the Youth Census Report shall include

- the youth's last name and initial of first name, the JJIS individual identification (ID) number, and indicate the date(s) of program participation for each youth.
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 of insurance. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in this Rate Agreement.
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 Rate Agreement, shall be submitted to the Department's Contract Manager in advance for review. A signed copy of the subcontract reviewed by the Department shall be provided to the Department's Contract Manager prior to the delivery of services to Department youth and payment to the subcontractor.
5. Organizational Chart
The Provider's organizational chart shall be provided to the Department's Contract Manager 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.
6. Florida Minority Business Enterprise (MBE) Utilization Report (Exhibit 3)
The Provider shall submit to the Department's Contract Manager, along with each monthly invoice 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.
7. Staff Vacancy Report (Exhibit 4)
Every month, the Provider shall provide to the Department's Contract Manager a complete list of all vacant program positions required by this Rate Agreement, and include the position title, position number, date of vacancy, and position description. The Provider shall provide the Department's Contract Manager with an explanation for vacancies, which exceed sixty (60) calendar days. Services shall be provided to all Department youth by qualified staff regardless of whether a position(s) is vacant.
8. Staff Hire Report (Exhibit 5)
Every month, the Provider shall provide a complete list of staff hired to fill vacant positions to include their full legal name, the position title, position number, date of hire, date of background screening, and position description. If any position filled requires specific licensing, certification, or education as required in this Rate Agreement, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report.
9. Youth Monthly Progress Report
The Provider shall provide a monthly progress report to the Department's Contract Manager for each youth receiving CC Program services containing the youth's name, the JJIS ID number, date of program admission, discharge date (when applicable), interventions provided, dates of service, and a brief status update concerning completion of the youth's ISP and compliance with sanctions and restitution, also maintaining a copy of this report in the youth's program case file.
10. Continuity of Operations Plan (COOP)
Prior to the delivery of service and February 1st each year, the Provider shall submit a COOP, which provides for the continuity of Rate Agreement services in the event of a manmade or natural disaster or emergency. Additional information can be found in FDJJ 1050, Continuity of Operations Plans.
11. Staff Training Plan
The Provider shall provide a Staff Training Plan to incorporate at a minimum, training requirements as outlined in the Rate Agreement. The plan must be

submitted at the onset of this Rate Agreement, as well as annually each January. The Provider shall use the Department's Training Plan template to develop its plan. A copy of the template can be found at <http://www.djj.state.fl.us/partners/contract-management/>.

12. **Ad Hoc Reports**

The Provider shall provide the Department ad hoc reporting of data collected regarding the provision of CC program services under this Rate Agreement upon request of the Department's Contract Manager or designee.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO DEPARTMENT
Invoice	Monthly	10 th business day of the following reporting month	Contract Manager
Youth Census Report	Monthly	10 th business day of the following reporting month	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
Organizational Chart	Upon Rate Agreement execution; annually; and upon changes	Prior to the delivery of services and annually at renewal thereafter	Contract Manager
Staff Vacancy Report	Monthly	10 th business day of the following reporting month	Contract Manager
Staff Hire Report	Monthly	10 th business day of the following reporting month	Contract Manager
Florida MBE Utilization Report	Monthly	10 th business day of the following reporting month	Contract Manager
Youth Monthly Progress Report	Monthly	10 th business day of the following reporting month	Contract Manager
(Continuity of Operations Plan) COOP	Upon Rate Agreement execution; and annually	Prior to the delivery of services and February 1 st each year	Contract Manager
Staff Training Plan	Annually	Prior to the delivery of services and January 31 st each year	Contract Manager
Ad Hoc Reports	Upon Request	Upon Request	Contract Manager, Department Staff, CPO

- D. 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/OUTCOME EVALUATIONS

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 measures and standards (level of performance) as set forth in this Rate Agreement are met. Performance shall be measured, as appropriate, beginning the second month after which service has been fully implemented.

A. Performance Outcomes

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

1. **GOAL:** 100% of youth shall not recidivate within one (1) year of program completion.
MEASURE: This percentage is calculated by dividing the number of youth who did not recidivate by the total number of youth who completed program services. Recidivism is defined as an adjudication, adjudication withheld, or an adult conviction for any new violation of law within twelve (12) months of program completion. The Comprehensive Accountability Report (CAR) includes the percentage of program completions that did recidivate, therefore this measure is the inverse of what is published in the CAR.
STANDARD: The percentage of youth that shall not recidivate within one (1) year of program completion shall be at or above the last CAR of similarly classified services (greater or lesser depending on the measure).
2. **GOAL:** 100% of youth released from the program shall not receive Offense During Service (ODS).
MEASURE: This percentage is calculated by dividing the number of youth that did not receive ODS by the total number of youth released. ODS is defined as any new law offense that occurred during placement and resulted in adjudication or adjudication withheld. The Comprehensive Accountability Report (CAR) includes the percentage of youth that did received ODS, therefore this measure is the reverse of what is published in the CAR.
STANDARD: The percentage of youth that shall not receive an ODS shall be at or above the last CAR of similarly classified services (greater or lesser depending on the measure).

B. Outcome Evaluation

1. The Provider, throughout the term of this Rate Agreement, shall document compliance with required service tasks, performance, and provide documentation of such services for inspection upon request. The Provider shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Rate Agreement, and interview any clients and employees of the Provider under such conditions as the Department deems appropriate.
2. The Department will conduct outcome evaluations and recidivism studies concentrating on the re-offending and re-adjudication of youth who complete the program.
3. These evaluations and studies will consider the content of the program, its components and the duration of the program. The results may be used in the rating of the program for its future funding.

**EXHIBIT 6
STAFFING LEVEL TABLE**

Column 1	Column 2	Column 3	Column 4
Title of Position	Number of positions by this title in the Program	FTE of Position dedicated to Program by percentage	Degree Level, Years of Experience working with youth, or Professional Level of position required or License # and title of individual (as applicable).
Director	1	100% FTE	Bachelor's Degree, Social Work, Masters Clinical Mental Health Counseling
Program Coordinator	1	40%	BBS, MBS
Prevention/Intervention Specialist	1	35%	Phd., LMHC
Prevention/Intervention Specialist	1	35%	Ed.d.
Community Service Coordinator	1	20%	High School Diploma/5yrs experience with at-risk population
After Care Specialist	1	20%	High School Diploma/5yrs experience with at-risk population

EXHIBIT 7
DETAILS OF DELINQUENCY INTERVENTION AND/OR MH/SA SERVICE(S)

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10
Title of Delinquency Intervention and/or MH/SA Treatment Service	Risk Factors addressed	Age(s) of youth service is appropriate for	Minimum Specific Curriculum Training Required to Provide Intervention and/or MH/SA Treatment Services	Weekly frequency	Length of sessions	Duration	Total Number of Hours for Completion	Session Type (Individual/Group) If Group, is it Open/Closed?	Evidence-Based, Promising Practice or Demonstrated Effectiveness? Choose EB, PP, CE, or Unknown
Impact of Crime (Victims Impact)	Anger Management/Self-Esteem Issues	10-18 years old	Bachelor's/ 5 years' experience with at-risk youth	5X a week	1hour	12 weeks	TBD	Group/closed	Yes
CHOICES									
Corrective Thinking (TruThought)	Self Esteem /Cognitive Behavioral	10-18 years old	Bachelor's/ 5 years' experience with at-risk youth Curriculum Training	5X a week	1 hour	12 weeks	4 hours	Group/closed	Yes
VOICES	Anger Management/Cognitive Behavioral	6-18 years old	Bachelor's/ 5 years' experience with at-risk youth	5X a week	1 hour	12 weeks	TBD	Group/closed	Yes
Chemical Awareness Substance abuse SAMHSA (Referral)	Self Esteem Issues Cognitive Behavioral	7-18 years old	Bachelor's/ 5 years' experience with at-risk youth	5X a Month	1hour	12 weeks	TBD	Group/closed	Yes
Mental Health (Referral)	Substance Abuse	10-18 years old	Bachelor's/ 5 years' experience Curriculum Training	3X a week	1 hour 30min	12 weeks	TBD	Group/closed	Yes
	Cognitive Behavioral	10-18 years old	Master's Level	3X a week	1 hour	12 weeks	TBD	Individual/Group closed	Yes

**EXHIBIT 8
WEEKLY SCHEDULE**

Monday	Monitoring 10am-11am	Documenting 11am-3:30pm	Groups 3:30pm- 4:15pm	Counseling 4:15- 4:45pm (refer out)	Substance abuse 4:45pm- 5:35pm (refer out)	Home wellness/Aftercare 5:35pm-8pm Community Service 4pm-8pm
Tuesday	Monitoring 10am-11am	Documenting 11am--3:30pm	Substance abuse 3:30pm- 4:15pm (refer out)	Choices 4:15pm- 4:45pm	Counseling 3:30pm- 4:15 (refer out)	Home wellness/Aftercare 5:35pm-8pm Community Service 4pm-8pm
Wednesday	Monitoring 10am-11am	Documenting 11am--3:30pm	Groups 3:30pm- 4:15pm	Substance abuse 4:15pm- 4:45pm (refer out)	Counseling 4:45pm- 5:35pm (refer out)	Home wellness/Aftercare 5:35pm-8pm Community Service 4pm-8pm
Thursday	Monitoring 10am-11am	Documenting 11am--3:30pm	Counseling 4:15- 4:45pm (refer out)	Choices 4:15- 4:45pm	Substance abuse 4:45pm- 5:35pm (refer out)	Home wellness/Aftercare 5:35pm-8pm Community Service 4pm-8pm
Friday	Monitoring 10am-11am	Documenting 11am-3:30pm	Substance abuse 3:30pm- 4:15pm (refer out)	Counseling 4:15pm- 4:45pm (refer out)	Groups Family Forum 5:35pm- 7pm	Community Service 4pm-8pm
Saturday	Work- shops 9am-1pm	Community service 1pm-6pm				