

# Vocational Rehabilitation Fee-for-Service Provider Contractual Agreement (Service Provider)

This Contractual Agreement is entered into between the Florida Department of Education, Division of Vocational Rehabilitation, hereinafter referred to as “DVR”, and \_\_\_\_\_, hereinafter referred to as the “Service Provider.” Pursuant to the terms and conditions of this Agreement, DVR authorizes the Service Provider to provide the following services:

- Employment Services    Discovery    On-the-Job Training    Post-Secondary Counseling
- Career Camp    Project SEARCH    Work Readiness Training    Work-Based Learning Experiences
- Supported Employment    Self-Advocacy    Self-Employment    Evaluation
- Rehabilitation Technology
- Pre-Employment Transition Service: Job Exploration Counseling
- Pre-Employment Transition Service: Work Readiness Training
- Pre-Employment Transition Service: Self-Advocacy Training
- Pre-Employment Transition Service: Post-Secondary Counseling
- Pre-Employment Transition Service: Work-Based Learning Experiences

DVR location in which the Service Provider is authorized to render services:

Area 1	<input type="checkbox"/> Escambia <input type="checkbox"/> Santa Rosa <input type="checkbox"/> Okaloosa <input type="checkbox"/> Walton <input type="checkbox"/> Holmes <input type="checkbox"/> Lafayette	<input type="checkbox"/> Jackson <input type="checkbox"/> Washington <input type="checkbox"/> Calhoun <input type="checkbox"/> Liberty <input type="checkbox"/> Bay	<input type="checkbox"/> Gulf <input type="checkbox"/> Franklin <input type="checkbox"/> Gadsden <input type="checkbox"/> Leon <input type="checkbox"/> Wakulla	<input type="checkbox"/> Jefferson <input type="checkbox"/> Madison <input type="checkbox"/> Hamilton <input type="checkbox"/> Taylor <input type="checkbox"/> Suwanee
Area 2	<input type="checkbox"/> Columbia <input type="checkbox"/> Union <input type="checkbox"/> Gilchrist <input type="checkbox"/> Dixie <input type="checkbox"/> Clay	<input type="checkbox"/> St. Johns <input type="checkbox"/> Nassau <input type="checkbox"/> Baker <input type="checkbox"/> Putnam <input type="checkbox"/> Duval	<input type="checkbox"/> Alachua <input type="checkbox"/> Bradford <input type="checkbox"/> Levy <input type="checkbox"/> Marion <input type="checkbox"/> Citrus	<input type="checkbox"/> Flagler <input type="checkbox"/> Volusia
Area 3	<input type="checkbox"/> Lake <input type="checkbox"/> Sumter <input type="checkbox"/> Seminole <input type="checkbox"/> Orange <input type="checkbox"/> Osceola	<input type="checkbox"/> Brevard <input type="checkbox"/> Polk <input type="checkbox"/> Hardee <input type="checkbox"/> DeSoto <input type="checkbox"/> Highlands	<input type="checkbox"/> Indian River <input type="checkbox"/> St. Lucie <input type="checkbox"/> Martin <input type="checkbox"/> Okeechobee	
Area 4	<input type="checkbox"/> Pinellas <input type="checkbox"/> Hillsborough	<input type="checkbox"/> Hernando <input type="checkbox"/> Pasco		

Area 5	<input type="checkbox"/> Charlotte <input type="checkbox"/> Lee <input type="checkbox"/> Collier <input type="checkbox"/> Hendry	<input type="checkbox"/> Glades <input type="checkbox"/> Manatee <input type="checkbox"/> Sarasota
Area 6	<input type="checkbox"/> Miami-Dade	<input type="checkbox"/> Monroe
Area 7	<input type="checkbox"/> Palm Beach	<input type="checkbox"/> Broward

**I. AGREEMENT DOCUMENTS**

- a. The Vocational Rehabilitation Fee-for-Service Provider Contractual Agreement consists of the terms and conditions specified in this Agreement, any attachments, and the following documents, which are incorporated by reference:
  - i. **Service Provider Manual**, dated, and any updates or replacements thereto. The Manual can be found at DVR’s Web Site: <http://www.rehabworks.org/providers/forms-resources.html>.
  - ii. All applicable **Programmatic Operations Resource Guide (PORG)** dated, and any updates or replacements thereto. Guide documents can be found at DVR’s Web Site: <http://www.rehabworks.org/providers/forms-resources.html>.
  - iii. The **Service Provider Code of Conduct**, dated, and any updates or replacements thereto. The Terms and Conditions can be found at DVR’s Web Site: <http://www.rehabworks.org/providers/forms-resources.html>.
- b. Prior to executing this Agreement and the provision of services, the Service Provider must:
  - i. Register at the state of Florida’s electronic procurement system at [Vendor.MyFloridaMarketPlace.com](http://Vendor.MyFloridaMarketPlace.com);
  - ii. Register at the State of Florida’s provider portal at [FLVendor.MyFloridaCFO.com](http://FLVendor.MyFloridaCFO.com).
  - iii. Submit a completed Substitute Form W-9 and Taxpayer Identification Number.
  - iv. Submit a **VR Service Provider Application**, which can be found at DVR’s Web Site: <http://www.rehabworks.org/providers/forms-resources.html>.

**II. THE SERVICE PROVIDER AGREES:**

To comply with all of the terms and conditions contained within this Agreement, including all documents incorporated by reference and any attachments.

**a. Due-diligence Inquiries, Monitoring, Audits, Inspections, and Investigations**

The Service Provider will permit persons duly authorized by DVR to monitor, audit, inspect, and investigate any participant records, payroll and expenditure records (including electronic storage media), papers, documents, facilities, goods, and services of the Service Provider that are relevant to this Agreement, and to interview any participant receiving services and employees of the Service Provider to assure DVR of the satisfactory performance of the terms and conditions of this Agreement.

- i. Following such monitoring, audit, inspection, or investigation, DVR will furnish to the Service Provider a written report of its findings and, if deficiencies are found, request for development, by the Service Provider, a Corrective Action Plan for needed corrections. The Service Provider hereby agrees to correct all noted deficiencies identified by DVR within the specified period of time identified within the report documentation. Failure to correct noted deficiencies within stated time-frames may result in termination of this

Agreement and revocation of registration.

- ii. The Service Provider agrees to comply and cooperate immediately with DVR requests for information, records, reports, and documents deemed necessary to review the rate setting process to ensure that Service Provider rates are based on accurate information and reflect the existing operational requirements of each service.
- iii. The Service Provider understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing; and the Service Provider shall comply with this requirement. The Service Provider shall grant access to all records pertaining to the Agreement to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
- iv. The Service Provider agrees to permit onsite visits by designated DVR employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require DVR access to records and data, computers and communications devices, and other materials whether owned or operated by the Service Provider. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc.) that may be produced, transmitted or stored on the Service Provider's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Service Provider's networks.

#### **b. Confidentiality of Client Information**

The Service Provider agrees not to use or disclose any information concerning a participant receiving services under this Agreement for any purpose prohibited by state or federal law or regulation and to notify DVR prior to any release of information.

Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.), and fully comply with all information technology security policies. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall also fully comply with 60GG-2 Information Technology Standards.

#### **c. Indemnification**

- i. The Service Provider will be liable for and indemnify, defend, and hold the agency, DVR and all of their officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Service Provider and its agents, employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. The Service Provider shall not be liable for that portion of any loss or damages proximately caused by the negligent act or omission of DVR.
- ii. The Service Provider agrees that its inability to evaluate its liability or its evaluation of liability will not excuse the Service Provider's duty to defend and to indemnify within 7 days after notice by DVR by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Service Provider not liable shall excuse performance of this provision. The Service Provider shall pay all costs and fees, including attorneys' fees related to these obligations and their enforcement by DVR's failure to notify the Service Provider of a claim shall not release the Service Organization of these duties.
- iii. If the Service Provider is an agency, publicly funded school or district or subdivision of the State, its obligation to indemnify, defend, and hold harmless shall be to the extent permitted by other applicable law, and without waiving the limits of sovereign immunity.

#### **d. Participant Records**

- i. Upon termination of this agreement, the Service Provider is responsible for ensuring that all participant records are immediately returned to DVR or transitioned appropriately. This requirement survives the termination of this contracted agreement. The Service Provider will be responsible for any attorney's fees, expenses, or other costs incurred by DVR in recovering the central records.
- ii. In fulfilling its obligations under this Agreement and Chapter 119, F.S., the Service Provider must comply with the requirements outlined in s. 119.0701, F.S. If the Service Provider fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Agreement necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Service Provider regarding an action brought to enforce a public records request sent to Service Provider, or terminating the Agreement. Pursuant to s. 119.0701, F.S., the Service Provider must:
  1. Keep and maintain public records required by the Department to perform the service;
  2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law;
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the Service Provider does not transfer the records to the Department; and
- iii. Upon completion of the agreement, transfer, at no cost, to DVR all public records in possession of the Service Provider or keep and maintain public records required by DVR to perform the service. If the Service Provider transfers all public records to DVR upon completion of the Agreement, the Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Service Provider keeps and maintains public records upon completion of the Agreement, the Service Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DVR, upon request from DVR's custodian of public records, in a format that is compatible with the information technology systems of the Department.

#### **e. Liability Insurance**

The Service Provider must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Service Provider and the agencies and political subdivisions of the State of Florida, whichever is greater. The Service Provider shall add the DVR as an additional insured on the general liability coverage. The insurance shall cover all of the Service Provider's operations under this Agreement and shall be effective throughout the Term of this Agreement. It is not the intent of this Agreement to limit the types of insurance otherwise required by this Agreement or that the Service Provider may desire to obtain or be required to obtain by law. The Service Provider must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage and shall maintain and pay for same throughout the Term of this Agreement. A Certificate of Insurance indicating adequate coverage shall be submitted to DVR prior to the time the Agreement is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.

**f. Additional Agreements**

- i. The Service Provider agrees to submit invoice and any required documents in alignment with requirements within the applicable portions of the PORG and to maintain documentation demonstrating proven functional systems and an internal system of Quality Assurance consistent with Florida Rule 6A-25.021, F.A.C.
- ii. That all services will be provided by employees of the Service Provider.
- iii. To meet the background check requirements listed in s. 413.208, F.S.
- iv. The Service Provider may not sub-grant, assign or subcontract all or any portion of this Agreement without written permission from the Director of DVR.
- v. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- vi. The Service Provider must maintain current and valid contact information with the state of Florida's electronic procurement system at all times during the term of this Agreement.
- vii. The Provider must submit request of payments within the applicable DVR period of performance.
- viii. This Agreement may not be modified unless in writing signed by DVR and the Service Provider.
- ix. This Agreement may be cancelled by written agreement of DVR and the Service Provider specifically referencing this Agreement. Such agreement shall specify the remaining measures necessary to be taken by each party.
- x. DVR reserves the right to cancel this agreement without cause by giving the Service Provider thirty (30) days written notice.
- xi. The employment of unauthorized aliens by any Service Provider or Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Service Provider or Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term.
- xii. In accordance with Executive Order 20-44, each contractor/service provider meeting the following criteria: 1) all entities named in statute with which the agency must form a sole source, public private agreement and 2) all entities that, through contract or other agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds shall provide to DVR an annual report in the format required by DVR. This report shall detail the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the grantee shall submit with the annual report the most recent Return of Organization Exempt From Income Tax, Form 990, if applicable, or shall indicate that the contractor is not required to file such Form 990. Contracted entities must inform the DVR of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity. This report shall be submitted by March 1 of each year. Executive Order 20-44 may be obtained via this link, [https://www.flgov.com/wp-content/uploads/orders/2020/EO\\_20-44.pdf](https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-44.pdf)
- xiii. Unless otherwise specifically authorized herein, Service Provider shall not convey anything of value, including but not limited to gifts, loans, rewards, favors or services, directly to any agent, employee or representative of DVR, and shall promptly notify DVR

in the event that an agent, employee or representative of DVR attempts to solicit the same.

- xiv. In accordance with s. 287.057, F.S., services provided to persons with mental or physical disabilities by not-for-profit corporations that have obtained exemptions under s. 501(c)(3) of the United States Internal Revenue Code or when such services are governed by Office of Management and Budget Circular A-122. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.
- xv. Invoice Payment requirements do not start until a properly completed invoice is provided to DVR Financial Payments Office. DVR Service Provider Liaisons, whose duties include acting as an advocate for Service Providers who may be experiencing problems in obtaining timely payment(s) from DVR, may be contacted at [VRHQFieldProviderRelations@vr.fldoe.org](mailto:VRHQFieldProviderRelations@vr.fldoe.org).

### **III. GOVERNING LAW:**

This Agreement shall be construed, performed, and enforced in all respects in accordance with all the laws and rules of the State of Florida, and any applicable federal laws and regulations.

### **IV. AGREEMENT DURATION:**

This Agreement shall be effective on the date on which it has been signed by both parties, whichever is later, and shall terminate on which is no later than five years from the effective date.

### **V. OFFICIAL REPRESENTATIVES** (*Names, Address, Telephone Number, and E-mail Address*):

- a. The Service Provider's contact person and street address where financial and administrative records are maintained is:

Name:  
Telephone Number:  
Address:  
E-mail Address:

- b. The representative of the Service Provider responsible for administration of the services under this Agreement is:

Name:  
Telephone Number:  
Address:  
E-mail Address:

c. DVR's contact person for this Agreement is:

Name:  
Telephone:  
Address:  
E-mail Address:

d. Upon any change of any representative's name, address, telephone number, or e-mail address, written notice shall be provided to the other party.

## **VI. INTEGRATED AGREEMENT**

This Agreement and any attachments referenced contain all the terms and conditions agreed upon by the parties.

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

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**The Service Provider, by signing below, attests that the Service Provider has received, read, and understood the entire Agreement, inclusive of its attachments and documents as referenced in Section I. By signing below, I further attest that I have the authority to bind the Service Provider or DVR.**

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

Service Provider:  
Printed Name and Title:  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of Florida  
Division Director of Vocational Rehabilitation  
Printed Name and Title:  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_