

**JUVENILE JUSTICE EDUCATION PROGRAM  
HIGH SCHOOL EQUIVALENCY EXAMINATION**

**MEMORANDUM OF UNDERSTANDING**

**Florida Department of Education  
AND  
«ContractorName»**

**I. Purpose**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the State of Florida, Department of Education, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and «ContractorName», «ContractorContactAddress», «ContractorContactCityStateZip» (hereinafter referred to as the "Provider").

Pursuant to Florida Law, Chapter 2013-40, from the funds in the 2013 Specific Appropriation Line 103 for Juvenile Justice Education Programs, a portion, \$112,000.00, is provided to reimburse eligible educational providers for administration of high school equivalency exams ("The Exam") to eligible students.

**II. Authority**

- A. The Provider represents that it is a fully qualified juvenile justice education provider and eligible to receive these funds to provide the services identified herein; and
- B. Both parties shall be governed by applicable State and Federal laws, rules and regulations.

**The specific terms and conditions of this Memorandum of Understanding are as follows:**

**III. Effective Dates**

This MOU is made and entered into on the date signed by both parties. The MOU shall be effective from July 1, 2013 to June 30, 2014.

**IV. Payment**

- A. The Provider shall be reimbursed for the costs of administering The Exam to eligible students. An eligible student is one who passed The Exam in full or in part while in a juvenile justice education program. The reimbursement schedule for having administered The Exam to eligible students is provided below:

1. Paper-based Administration of the 2002 GED<sup>®</sup> test series for testing situations in which the only out of pocket cost is for the scoring fee assessed by the Department of Education – Maximum reimbursement of \$28.00 per eligible student.
    - a. \$28.00 for a complete battery of tests in a paper-based administration for which the student passes all five (5) sub-tests of the test series.
    - b. \$8.00 for each writing-sub-test in a paper-based administration.
    - c. \$7.00 for each non-writing sub-test in a paper-based administration.
  
  2. Paper-based Administration of the 2002 GED<sup>®</sup> test series for testing situations in which provider pays a test administration fee to the authorized testing center and for which the student achieved a passing score – Maximum reimbursement of \$70.00 per eligible student.
    - a. \$70.00 per student when student passes all the sub-tests of a complete battery of tests, or the amount of the locally approved testing fee charged by the testing center, whichever is the lesser amount.
    - b. \$16.00 for each writing-sub-test the student passes in a paper-based administration, or the amount of the locally approved testing fee charged by the testing center, whichever is the lesser amount.
    - c. \$14.00 for each non-writing sub-test a student passes in a paper-based administration, or the amount of the locally approved testing fee charged by the testing center, whichever is the lesser amount.
  
  3. Computer Based Administration of the 2002 GED<sup>®</sup> test series during the period of July 1, 2013 through December 31, 2013: \$26.00 per sub-test - Maximum reimbursement of \$130.00 per eligible student.
  
  4. Computer-Based Administration of the 2014 GED<sup>®</sup> test series during the period of January 1, 2014 through June 30, 2014: \$32.00 per sub-test – Maximum reimbursement of \$128.00 per eligible student.
- B. The Provider's requests for reimbursement payments will be processed on a first come first served basis until all funds allocated for the high school equivalency provision (\$112,000.00) of the 2013 State Appropriation Line 103 for Juvenile Justice Education Programs are expended.
- C. The reimbursement amount per examination fee shall not exceed the amount charged for administering the high school equivalency exam.

- D. The Provider shall be reimbursed an amount that reflects invoices supported with appropriate documentation, including proof of the minimum per subtest passing score of at least 410 for the 2002 GED<sup>®</sup> test series or 150 for the 2014 GED<sup>®</sup> test series
- E. The Department maintains the right to approve and/or decline documentation provided for reimbursement.
- F. The Provider is required to submit all invoices for reimbursement using the procedures which are located at the following web address:

*[to be added]*

**V. Scope of Work - High School Equivalency Testing**

**A. Florida Department of Education Responsibilities:**

- 1. Designate at least one (1) individual to serve as the program manager for the Juvenile Justice Education Programs. It is the responsibility of the Department program manager to serve as the primary liaison between the Department and the Provider regarding all issues relating to the MOU, including review and prompt processing of invoices. Contact information for the Department liaison is included in Section VIII below.
- 2. Make reasonable efforts to communicate and cooperate with the Provider to resolve all issues relating to this agreement.
- 3. Comply with 2013 State Specific Appropriation Line 103 for Juvenile Justice, high school equivalency examination fees program, not to exceed the allotted \$112,000.00.

**B. Provider Responsibilities:**

- 1. Designate at least one (1) individual to serve as the program manager for the Juvenile Justice Education Programs. It is the responsibility of the Provider's program manager to serve as the primary liaison between the Provider and Department regarding all issues relating to the MOU, including timely and accurate submission of invoices for payment. Contact information for the Provider's liaison is included in Section VIII below.
- 2. The Provider will provide the Department with the required student record data and applicable documentation for each reimbursement requested. The Provider will follow all required security policies and procedures to protect student data pursuant to Section VI of this MOU.

3. The Provider will submit to the Department an invoice requesting reimbursement for eligible costs incurred for high school equivalency examination fees in accordance with the reimbursement schedule stated in Section IV of this MOU, including documentation of student eligibility showing evidence of the student passing score and receipt of payment for amount charged to the Provider.

## **VI. Security and Confidentiality**

The Provider and the Department shall comply fully with all security procedures of the United States, State of Florida and the Department of Education in performance of the MOU. The Provider, its agents, subcontractors, officers or employees will not use or disclose any information concerning recipients of services under or incident to this MOU for any purpose not in conformity with state regulations and federal law or regulations and other applicable laws, except upon written consent of the recipient, or the responsible parent or guardian when authorized by law. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, subcontractors, officers or employees in the course of performing work under or incident to this MOU. The Provider shall not be required to keep confidential, information or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Provider shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the MOU.

## **VII. Audits**

The Provider shall be responsible for responding to applicable audit inquiries and/or audit findings identifying receipts or expenditures by the Provider of any funds transferred pursuant to this Agreement. The Provider shall be responsible for any repayments of funds appropriated due to disallowance and any penalties assessed.

## **VIII. Agreement Management**

The parties have identified the following individuals as MOU Managers. These individuals are responsible for enforcing performance of the MOU terms and conditions and shall serve as liaison/contact regarding issues arising out of this Agreement. Any changes to an MOU manager will be made using a Letter of Minor Modification.

### **DEPARTMENT OF EDUCATION**

Name: «DOE\_Contract\_Manager»

Title: «DOE\_Contract\_Manager\_Title»

Program Office: Division of Career and Adult Education

Address: Florida Department of Education

Address: 325 West Gaines Street

Address: Tallahassee, Florida 32399-0400

Phone: «DOE\_Contract\_Manager\_Phone»

E-mail: «DOE\_Contract\_Manager\_Email»

**PROVIDER**

Name: «ContractorContactName»

Title: «ContractorContactTitle»

Address: «ContractorContactAddress»

Address: «ContractorContactCityStateZip»

Phone: «ContractorContactPhone»

E-mail: «ContractorContactEmail»

**IX. Modification**

Unless otherwise stated herein, modifications to the provisions of this MOU, with the exception of Section VIII., Agreement Management, shall be valid only through execution of a formal written amendment.

**X. Disputes**

Any dispute concerning performance of the terms of this MOU shall be resolved informally by the MOU Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department’s Commissioner or his/her designee. The Commissioner or his/her designee shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties.

**XI. Choice of Law**

This Memorandum of Understanding will be interpreted under the laws of Florida and any dispute not resolved above can only be enforced in the appropriate forum in Tallahassee, Florida.

**XII. Standard Terms and Conditions**

A. Pursuant to Section 287.058(1), Florida Statutes (s. 287.058, F.S.):

1. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
2. Travel expenses will not be reimbursed.
3. The Department may unilaterally cancel this Agreement if the Provider refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Agreement that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
4. The invoice and documentation specified in the Agreement must be received and accepted in writing by the Department’s MOU Program Manager before the Provider is entitled to payment.

5. To complete this Agreement, all services must be performed and/or goods received on or before June 30, 2014. The final invoice for reimbursement must be submitted to the Department by August 1, 2014.
  6. This Agreement is not renewable.
  7. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.
- B. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- C. The employment of unauthorized aliens by any Provider is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to Executive Order 11-116, the Provider will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of (a) all persons employed during the Contract term by the Provider to perform employment duties within Florida; and, (b) all persons (including sub-Providers) assigned by the Provider to perform work pursuant to this Agreement.
- D. Termination Based on Breach: The Department may terminate the Agreement if the Provider fails to 1) deliver the product within the time specified in the Agreement or any extension, 2) maintain adequate progress, thus endangering performance of the Agreement, 3) honor any term of the Agreement, or 4) abide by any statutory, regulatory, or licensing requirement. The Provider shall continue work on any work not terminated. If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the

Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

- E. Termination Based on Convenience: The Department, by written notice to the Provider, may terminate the Agreement in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Provider shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits.
- F. Access to Records: The 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.
- G. Retention:
  - 1. Record copies will be retained five (5) fiscal years after completion or termination of the contract/lease/agreement, provided applicable audits have been released.
  - 2. Duplicate copies will be retained until obsolete, superseded, or administrative value is lost.

**(Remainder of page is blank)**

**IN WITNESS HEREOF**, the parties have caused this Memorandum of Understanding to be executed by and between them:

**STATE OF FLORIDA  
DEPARTMENT OF EDUCATION**

By: \_\_\_\_\_

Printed Name: Pam Stewart

Title: Commissioner

Date: \_\_\_\_\_

**Approval by Department's Office of General Counsel  
as to form and legality:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROVIDER NAME**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_