

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
NORTHWEST REGION AND CIRCUIT 1**



INVITATION TO NEGOTIATE (ITN)

**To Become the Lead Agency for Community- Based Care
Northwest Region - Circuit 1
Escambia, Santa Rosa, Okaloosa and Walton Counties**

ITN01FS18001

Release Date: AUGUST 25, 2016

COMMODITY CODE #80121804

TABLE OF CONTENTS

SECTION 1. INTRODUCTION.....4

- 1.1 Introduction to the Procurement4
- 1.2 Statement of Purpose.....4
- 1.3 Term of the Agreement4
- 1.4 Contact Person and Procurement Manager5
- 1.5 Definitions.....5
- 1.6 Supporting Documentation.....5
- 1.7 Small, Minority, and Florida Certified Veterans Business Participation.....5

SECTION 2. ITN PROCESS6

- 2.1 General Overview of the Process6
- 2.2 Official Notices and Public Records.....6
- 2.3 Protests and Disputes6
- 2.4 Limitations on Contacting Department Personnel and Others.....7
- 2.5 Schedule of Events and Deadlines.....7
- 2.6 Solicitation Conference.....9
- 2.7 Written Inquiries10
- 2.8 Notice of Intent to Submit a Reply10
- 2.9 Receipt of Replies.....10
- 2.10 Form FUR 1001.....11
- 2.11 Department’s Reserved Rights.....11

SECTION 3. SPECIFICATIONS.....12

- 3.1 Mandatory Requirements12
- 3.2 Minimum Programmatic Specifications12
- 3.3 Minimum Financial Specifications.....12
- 3.4 Vendor Registration in MyFloridaMarketPlace.....13
- 3.5 Composition of the Contract13
- 3.6 Order of Precedence.....13

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITN.....14

- 4.1 How to Submit a Reply14
- 4.2 Content of the Programmatic Reply15
- 4.3 Content of the Financial Reply.....18

| | | |
|---|---|------------|
| 4.4 | Public Records and Trade Secrets | 19 |
| SECTION 5. THE SELECTION METHODOLOGY..... | | 21 |
| 5.1 | Selection Criteria..... | 21 |
| 5.2 | Application of Mandatory Requirements | 21 |
| 5.3 | Evaluation Phase Methodology for Ranking and Shortlisting | 21 |
| 5.4 | Negotiation Process for Final Selection..... | 23 |
| 5.5 | Final Selection and Notice of Intent to Award Contract..... | 25 |
| APPENDIX I: NOTICE OF INTENT TO SUBMIT A REPLY..... | | 27 |
| APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY..... | | 28 |
| APPENDIX III: VENDOR'S CERTIFICATIONS..... | | 29 |
| APPENDIX IV: QUESTION SUBMITTAL FORM..... | | 34 |
| APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST | | 35 |
| APPENDIX VI: SUBCONTRACTOR LIST..... | | 36 |
| APPENDIX VII: Department's Legacy Standard Contract..... | | 37 |
| APPENDIX VIII: Department's Legacy Standard Contract Attachment 1..... | | 46 |
| APPENDIX IX: Form PUR 1000..... | | 119 |
| APPENDIX X: Form PUR 1001..... | | 132 |
| APPENDIX XI: Financial Model/Budget..... | | 138 |
| APPENDIX XII: Schedule of Funds | | 139 |

Section 1. INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (Department), Office of Family and Community Services is issuing this solicitation for the purpose of obtaining a Lead Agency for Community Based Care (CBC) to provide foster care and related services pursuant to section 409.987, Florida Statutes (F.S.), in Circuit 1, Northwest Region for Escambia, Santa Rosa, Okaloosa, and Walton Counties (Circuit 1, Northwest Region). Any person interested in submitting a reply must comply with any and all terms and conditions described in this Invitation to Negotiate (ITN).

1.2 Statement of Purpose

Children need to grow up in a safe permanent home where they are free from abuse, neglect and other forms of maltreatment by their caregivers. Even though most caregivers want to provide this environment for their children, some lack the knowledge, skills, and resources to properly nurture and protect their children. In these circumstances, the Department must ensure the safety and welfare of vulnerable children as a primary priority. The Department must also strive, when possible and in the best interest of the child, to strengthen, support and preserve the child's family, enabling family accountability.

Assuring the safety and welfare of children requires an engaged diverse community-wide system that enables family accountability through the promotion of new practices, service innovations and collaborative partnerships among public and private child serving agencies and other community stakeholders to ensure families' access to substance abuse, mental health and domestic violence services when needed.

The Department is seeking a single qualified organization interested in serving as the Lead Agency, pursuant to section 409.987, F.S., in Circuit 1, Northwest Region to manage and ensure the delivery of an integrated system of care for the provision of foster care and related services to include: emergency shelter, in-home protective services, family preservation, relative care placements, foster care, therapeutic foster care, foster care supervision, case management, post placement supervision, permanent foster care, residential group care, independent living, family reunification, family preservation, adoption, post-adoption, prevention, diversion, and appropriate related services.

1.3 Term of the Agreement

The anticipated start date of the resulting contract is July 1, 2017. The anticipated duration of the contract is five years after the start date. The contract may be renewed for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

1.4 Contact Person and Procurement Manager

This ITN is issued by the State of Florida, Department of Children and Families. The sole contact point for all communication regarding this ITN is:

Randy Fleming, Procurement Manager

Mailing Address:

Florida Department of Children and Families
160 Governmental Center Suite 611
Pensacola, FL 32502

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. Mail, or other common courier.

1.5 Definitions

The program or service specific terms and definitions that apply to the ITN can be found in "CBC Definitions of Terms" (dated 6/1/2012) which can be found on the Department's website <http://www.dcf.state.fl.us/programs/cbc/docs/12-13/CBC%20Definitions.PDF>

1.6 Supporting Documentation

This table lists the supporting documentation, and the associated link to download the supporting documentation.

| Subject | Description | Link |
|---|-----------------------------|---|
| CBC Information | Background and History | http://www.myflfamilies.com/service-programs/community-based-care |
| Federal and State Laws, Regulations and Department Operating Procedures | Authorities | http://www.dcf.state.fl.us/programs/cbc/docs/CBC%20Authority%20and%20Requirements%20Reference%20Guide.PDF |
| Child Welfare Data | Statistics and Report Cards | http://www.myflfamilies.com/general-information/planning-performance-measures/cbc-scorecard |
| Organization of the Department, Administration and Programs | General DCF Information | http://www.myflfamilies.com/general-information |

1.7 Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority and Florida Certified Veteran Business Enterprises are encouraged to participate in any scheduled conferences, conference calls, pre-solicitation, or pre-proposal meetings. All Vendors shall be accorded fair and equal treatment.

SECTION 2. ITN PROCESS

2.1 General Overview of the Process

The ITN process is divided into two (2) phases, the Evaluation Phase and the Negotiation Phase. The Evaluation Phase involves the Department's initial evaluation of replies. During the Evaluation Phase, all responsive replies will be evaluated against the evaluation criteria set forth in this ITN. The Department will then select one (1) or more Vendors (Shortlist) within the competitive range to participate in negotiations. A Vendor will be deemed responsive unless determined to be nonresponsive as defined in this solicitation document.

The Negotiation Phase involves negotiations with the Vendor(s). During the Negotiation Phase, the Department may request revised replies and best and final offers based on the negotiations. Following negotiations, the Department will post a notice of intended contract award, identifying the Vendor(s) that provides the best value.

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the ITN

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the Department of Management Services (DMS) Vendor Bid System (VBS) located at: http://myflorida.com/apps/vbs/vbs_www.main_menu/.

To find postings at such location:

1. Click on Search Advertisements
2. Under "Agency" select Department of Children and Families
3. Scroll down to the bottom of the screen and click on "Advertise Search"

It is the responsibility of prospective Vendors to check the VBS for addenda, notices of decisions and other information or clarifications to this ITN.

2.2.2 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to the Florida public records laws located in Chapter 119, Florida Statutes. Section 4.4 addresses the submission of trade secret and other information exempted from public inspection.

2.3 Protests and Disputes

Any protest concerning this solicitation shall be made in accordance with subsections 120.57(3) and 287.042(2), Florida Statutes (F.S.), and Chapter 28-110, Florida Administrative Code.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SUBSECTION 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.

2.4 Limitations on Contacting Department Personnel and Others

2.4.1 General Limitations

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state approved holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. As part of a response to a Department request for additional or clarifying information, Vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager for such purposes.

2.4.2 Limitations During Negotiations

During the Negotiation Phase of this ITN: (i) any contact and communication between the members of the negotiations team for the prospective Vendor(s) with whom the Department is negotiating and the negotiation team for the Department is permissible, but only "on the record" (as required by subsection 286.0113(2), F.S.) during the negotiations meetings; (ii) communication between the Lead Negotiator for the prospective Vendor(s) with whom the Department is negotiating and the Lead Negotiator for the Department outside of the negotiations meetings is permissible so long as it is in writing; and (iii) communications between prospective Vendor representatives and other Department representatives is permissible only as determined in writing by the Procurement Manager. As part of an activity initiated by the Department during the negotiations phase, such as service or product demonstration, testing or development, Vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager or the Lead Negotiator for such purposes.

2.4.3 Violation of Contact Limitations

Violations of Section 2.4 of this ITN will be grounds for rejecting a proposal, if determined by the Department to be material in nature.

2.5 Schedule of Events and Deadlines

| Activity | Date | Time Central | Address | Section Reference |
|---|-------------------------------|--------------|--|-------------------|
| ITN Advertised and Released on Florida VBS: | August 25, 2016 Thursday | 5:00pm | DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs www.main_menu | 2.2.1 |
| Notice of Intent to Submit a Reply | September 1, 2016 Thursday | 1:00pm | Attn: Randy Fleming Procurement Manager Dept. of Children & Families 160 Governmental Center Suite 611 Pensacola, FL 32502 | 2.8 |
| *Solicitation Conference (Call) to be Held | September 2, 2016 Friday | 10:00am | Randy Fleming Procurement Manager 1-888-670-3525 Participant Code: 8185144601# | 2.6 |

| Activity | Date | Time Central | Address | Section Reference |
|--|-------------------------------|--------------|---|-------------------|
| Submission of Written Inquiries Must be Received | September 13, 2016 Tuesday | 1:00pm | Attn: Randy Fleming Procurement Manager Dept. of Children & Families 160 Governmental Center Suite 611 Pensacola, FL 32502 | 2.7 |
| Anticipated Date for Posting Department's Response to Inquiries | September 16, 2016 Friday | 5:00pm | DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs.www.main_menu | 2.7 |
| Sealed Replies Must be Received by the Department | October 4, 2016 Tuesday | 1:00pm | Attn: Randy Fleming Procurement Manager Dept. of Children & Families 160 Governmental Center Suite 611 Pensacola, FL 32502 | 2.9, 4.1 |
| *Reply Opening and Review of Mandatory Requirements | October 4, 2016 Tuesday | 1:05pm | Dept. of Children & Families 160 Governmental Center Suite 611 Pensacola, FL 32502 | 4.2.2, 5.2 |
| *Debriefing Meeting of the Evaluators and Ranking of the Replies | October 18, 2016 Tuesday | 1:00pm | Dept. of Children & Families 160 Governmental Center Suite 611 Pensacola, FL 32502 | 5.3 |
| Anticipated Posting of Qualified Vendors for Negotiation (shortlist) | October 19, 2016 Wednesday | 5:00pm | DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs.www.main_menu | 5.3.5 |

| Activity | Date | Time Central | Address | Section Reference |
|---|--|--------------|--|-------------------|
| Anticipated Negotiation Period | Potential Dates: October 25, 2016 Through November 23, 2016 | TBD | To be determined and posted on DMS Vendor Bid System (VBS) Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu Dept. of Children & Families 160 Governmental Center Suite 611 Pensacola, FL 32502 | 5.4 |
| *Meeting of Negotiation Team to Develop Recommendation for Award | Within 3 Business days of Concluding the Negotiations | TBD | To be determined and posted on DMS Vendor Bid System (VBS) Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu Dept. of Children & Families 160 Governmental Center Suite 611 Pensacola, FL 32502 | 5.5 |
| Anticipated Posting of Intended Contract Award | December 2, 2016 Friday | 5:00pm | DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu | 5.5.4 |
| Anticipated Effective Date of Contract | July 1, 2017 | N/A | N/A | 1.3 |
| <p>*All Vendors are hereby notified that meetings noted with an asterisk above (*) are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from Vendors or other members of the public except during the Solicitation Conference at which time comments and questions will be taken from Vendors.</p> | | | | |

All times in the event schedule are local times for the Central Time Zone. Although the Department may choose to use additional means of publicizing the results of this ITN, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of protest.

2.6 Solicitation Conference

The purpose of the Solicitation Conference is to review the ITN with interested Vendors. The Department encourages all prospective Vendors to participate in the Solicitation Conference, during which prospective Vendors may pose questions. The Solicitation Conference for this ITN will be held at the time and date specified in Section 2.5. Participation in the Solicitation Conference is not a pre-requisite for acceptance of replies from prospective Vendors. The Department shall be only bound by written information that is contained within the solicitation documents or formally posted as an addendum or a response to questions.

2.7 Written Inquiries

Other than during the Solicitation Conference, prospective Vendor questions will only be accepted if submitted as written inquiries to the Procurement Manager as specified in Section 1.4, via electronic mail, U.S. Mail, or other delivery service, and received on or before the date and time specified in Section 2.5. Vendors should use the template provided in APPENDIX IV of this ITN to submit written inquiries. Written inquiries will not be accepted by facsimile.

The responses to all inquiries will be made available by the date and time specified in Section 2.5 through electronic posting on the VBS at:
http://myflorida.com/apps/vbs/vbs_main_menu/.

2.8 Notice of Intent to Submit a Reply

Vendors who are interested in responding to this ITN are encouraged to send a Notice of Intent to Submit a Reply (APPENDIX I) to the Procurement Manager specified in Section 1.4, on or before the date and time specified in Section 2.5.

2.9 Receipt of Replies

2.9.1 Reply Deadline

Replies must be received by the Department no later than the date/time and at the address provided in Section 2.5. Any replies that are not received at the specified address, by the specified date and time, will not be evaluated. All methods of delivery or transmittal to the Department's contact person remain the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective Vendor.

2.9.2 Binding Replies

By submitting a reply, each Vendor agrees its reply shall remain a valid offer for at least ninety (90) calendar days after the reply opening date and, in the event the contract award is delayed by appeal or protest, such ninety (90) calendar day period is extended until entry of a final order in response to such appeal or protest.

2.9.3 Changes to Replies After Submission Prohibited

Once the reply opening deadline has passed, no changes, modifications, or additions to the reply submitted will be accepted by or be binding upon the Department until the Department initiates negotiations or requests supplemental replies. The Department reserves the right to correct minor irregularities, but is under no obligation to do so.

2.9.4 Right to Rely on Department Information

In selecting Vendor(s) for negotiation and in making a final selection, the Department reserves the right to rely on information about a Vendor in the Department's records or known to its personnel.

2.9.5 Receipt Statement

Replies not received at the specified place or by the specified date and time, or both, will be rejected and returned unopened to the Vendor by the Department. The Department will retain one unopened original for use in the event of a dispute.

2.9.6 Request to Withdraw Reply

A written request to withdraw a reply, signed by the Vendor, may be considered if received by the Department within 72 hours after the reply opening time and date as specified in Section 2.5 above. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious Vendor error.

2.9.7 Cost of Preparation of Reply

By submitting a reply, a Vendor agrees that the Department is not liable for any costs incurred by the Vendor in responding to this ITN.

2.10 Form PUR 1001 (APPENDIX X)

The standard "General Instructions to Respondents" Form PUR 1001 (10/06) is hereby attached to this ITN by reference as if fully recited herein. Sections 3, 4, 5, 14, and 18 of Form PUR 1001 are not applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this ITN, the terms of this ITN shall take precedence over Form PUR 1001, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1001 shall take precedence. Form PUR 1001 (APPENDIX X) and is also available at:

http://www.dms.myflorida.com/media/purchasing/pur_forms/1001.pdf.

2.11 Departments Reserved Rights

2.11.1 Waiver of Minor Irregularities

The Department reserves the right to waive minor irregularities when doing so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this ITN which does not affect the price of the reply or give the Vendor a substantial advantage over other Vendors and thereby restrict or stifle competition and does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so. When correcting minor irregularities, the Department may request the Vendor provide clarifying information or additional materials to correct the minor irregularity. However, the Department will not request and the Vendor shall not provide additional materials that affect the price of the proposal or give the Vendor an advantage or benefit not enjoyed by other Vendors.

2.11.2 Right to Inspect, Investigate, and Rely on Information

In ranking replies for negotiation and in making a final selection, the Department reserves the right to inspect a Vendor's facilities and operations, to investigate any Vendor representations and to rely on information about a Vendor in the Department's records or known to its personnel.

2.11.3 Rejection of All Replies

The Department reserves the right to reject all replies at any time, including after an award is made, when doing so would be in the best interest of the State of Florida. By rejecting all replies the Department assumes no liability to any Vendor.

2.11.4 Withdrawal of ITN

The Department reserves the right to withdraw the ITN at any time, including after an award is made, when doing so would be in the best interest of the State of Florida. By withdrawing the ITN the Department assumes no liability to any Vendor.

2.11.5 Reserved Rights After Notice of Award

The Department reserves the right to schedule additional negotiation sessions with Vendors identified in the posting of a Notice of Award to establish final terms and conditions for contracts with those Vendors. The Department reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen negotiations with any Vendor at any time prior to execution of a contract.

2.11.6 Other Reserved Rights

The Department reserves all rights described elsewhere in this ITN.

SECTION 3. SPECIFICATIONS

3.1 Mandatory Requirements

The Vendor must meet the requirements of **Section 4.2.2**. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

3.2 Minimum Programmatic Specifications

The selected Vendor shall perform the tasks outlined in **APPENDIX VII - the Department's Legacy Standard Contract** in accordance with all terms thereof, which is being posted on the VBS with this ITN, and incorporated by reference. Any reference within the ITN to the **Department's Legacy Standard Contract** and **Performance of Services** shall also include the contract's **Attachment I and Exhibits**.

3.3 Minimum Financial Specifications

The selected Vendor shall be compensated in the manner set forth in **APPENDIX VII - the Department's Legacy Standard Contract** in accordance with all terms therein, which is being posted on the VBS with this ITN, and incorporated by reference.

3.3.1 Funding Sources

The Lead Agency for Circuit 1, Northwest Region is funded by: State funds, Federal Block Grants and Federal Uncapped Grants. The Estimated Schedule of Funds identifies the estimated dollar amount of the total cost of the program to be funded by all governmental sources for the period July 1, 2017 through June 30, 2018 (**APPENDIX XII- SCHEDULE OF FUNDS**). The figures contained therein are a projection of funding to Circuit 1, Northwest Region based upon current fiscal year allocation and Lead Agency's ability to earn federal funds through proper eligibility determination. All funding is subject to fiscal year appropriations by the Legislature.

To receive any federal Promoting Safe and Stable Families (PSSF) grant dollars, the successful Vendor is responsible for a minimum local community match equal to twenty-five percent (25%) of the PSSF funds expended for this program. Allowable match can be non-public, third party, in-kind or cash but the expenditure or use of such match must directly support the PSSF program through the delivery of family preservation, family support, time-limited family reunification, and adoption promotion and support services. The Vendor must document the receipt and expenditure of the required match during each state fiscal year.

Match reports, which identify the amount and type of match contributed and expended, must document what services the match supported. The reports are to be submitted as described in **APPENDIX VII and VIII -Legacy Standard Contract, and Attachment 1**.

3.3.2 Allowable Costs

The selected Vendor must submit a completed Cost Allocation Plan (CAP) developed in accordance with the appropriate part of Federal Regulations (2 Code of Federal Regulations (CFR) Part 225 for governmental agencies and 2 CFR 230, for nonprofit agencies, and 45 CFR Part 74 for commercial organizations) prior to the execution of the contract. The CAP must be approved by the Department prior to the execution of the contract. Refer to **APPENDIX VII and VIII -Legacy Standard Contract, and Attachment 1, Section 4 Method of payment**, for further details. The CBC CAP Template (fy 2015-16) is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-201112-cbc-fiscal-attachments>.

3.3.3 Funding for Services Only

There will be no funds awarded or associated with the resulting contract for start-up or readiness activities. Such costs will be borne exclusively by the successful Vendor.

3.4 Vendor Registration in MyFloridaMarketPlace

Each Vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1.030(3), Florida Administrative Code. Vendors not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply; however, proof of registration or exemption must be provided prior to execution of the contract, if any.

3.5 Composition of the Contract

The contract awarded as a result of this ITN will be composed of:

3.5.1 Department's Legacy Standard Contract

The Department's **Legacy Standard Contract** contains general contract terms and conditions required by the Department for all Vendors. In addition, the Department's **Legacy Standard Contract** contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

3.5.2 Form PUR 1000 (APPENDIX IX)

Form PUR 1000 is attached by reference into the Department's **Legacy Standard Contract**. The Form PUR 1000 contains standard terms and conditions that will apply to the contract which results from the solicitation. Form PUR 1000 is available at:

http://www.dms.myflorida.com/media/purchasing/pur_forms/1000.pdf.

3.5.3 Other Attachments or Exhibits

All other attachments and exhibits to the Department's **Legacy Standard Contract** referenced in this ITN shall also be part of the resulting contract, if any.

3.6 Order of Precedence

In the event of conflict among the foregoing contract documents, the following order of precedence will apply. The reply submitted in response to this ITN and any additional submittals may be incorporated into or attached to the contract but will not change the provisions or order of precedence outlined below.

3.6.1 APPENDIX VII - Department's Legacy Standard Contract

3.6.2 The Vendor's reply and any additional submittals, if incorporated into or attached to the contract.

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITN

4.1 How to Submit a Reply

4.1.1 Mandatory Reply Deadline

All replies must be received by the Procurement Manager by the deadline and at the address set forth in Section 2.5. The Vendor must choose the appropriate means for delivery, and is exclusively responsible for receipt of the reply by the Procurement Manager. Late replies will not be evaluated. See also Section 2.9.1.

4.1.2 Electronic Transmittal of Replies Not Accepted

Facsimile or electronic transmissions of replies will not be accepted.

4.1.3 Reply Amendments

Any amendments to the reply as originally submitted by the Vendor, not required by the Department, must comply with the requirements of this section and must be received by the deadline specified in Section 2.5.

4.1.4 Number of Copies Required and Format for Submittal

Vendors shall submit one (1) original and seven (7) electronic copies of the Programmatic Reply and one (1) original and seven (7) electronic copies of the Financial Reply. The original Programmatic Reply and the Financial Reply submitted to the Department must contain an original signature of an official authorized to bind the Vendor to the reply. Seven (7) electronic copies (on CD-ROM) of the reply, each containing both parts of the reply (Programmatic and Financial), identical to the hard copies, must also be submitted with the hard copies.

4.1.5 Replies to be in Sealed Container

All original, hard copies and electronic copies of the Vendor Replies must be submitted in a sealed container. The container must be clearly marked with the title of the reply, the ITN number, the Vendor's name, and identification of enclosed documents (i.e., Programmatic Reply and Financial Reply for CBC Lead Agency for Circuit 1, Northwest Region). The original reply must be clearly marked as the original, and the copies identified and numbered (i.e., original, copy #1 of 8, etc). The original and each hardcopy of the Financial Reply must be in individually sealed envelopes.

4.1.6 Hard-copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper. The required font is Arial size 12 with 1 inch margin. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The reply must be bound, labeled and submitted in Tabbed format in accordance with Section 4.2 - Programmatic Reply and Section 4.3 -Financial Reply.

4.1.7 Electronic Copy Format

The required electronic format of the reply must be on non-rewritable CD-ROM. The software used to produce the electronic files must be Adobe portable document format ("pdf"), version 6.0

or higher. The Department must be able to be open and view the reply utilizing Adobe Acrobat, version 9.0. The electronic copies must be identical to the original reply submitted, including the format, sequence and section headings identified in this ITN. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non-original hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy reply marked "original" and any of the electronic versions submitted on CD-ROM, the Department reserves the right, at its sole discretion, to reject the entire reply.

4.2 Content of the Programmatic Reply

4.2.1 Programmatic Reply Title Page

The first page of the reply shall be a Title Page that contains the following information:

- A. Title of reply;
- B. Service area (county(ies)) for which the reply is being submitted;
- C. ITN number;
- D. Prospective Vendor's name and federal tax identification number and DUNS#;
- E. Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and
- F. Name of program coordinator (if known).

4.2.2 TAB 1: MANDATORY REQUIREMENTS

The following are the Mandatory Requirements for this ITN:

4.2.2.1 Certificate of Signature Authority

The reply must include a signed certificate (APPENDIX II), completing either Section A (or providing a corporate resolution or other duly executed certification issued in the Vendor's normal course of business) or Section B, demonstrating the person signing the reply and its statements and certifications is authorized to make such representations and to bind the Vendor.

4.2.2.2 Mandatory Certifications

The reply must include a Mandatory Certifications - Master Certification (APPENDIX III) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor and the "true" box must be checked next to each of the Certifications (a) through (l).

4.2.2.3 Tie Breaking Certifications

The reply may include the Master Certification - Tie Breaking Certifications (also in APPENDIX III). The Vendor may check the "true" box for any or all Tie Breaking Certifications identified in APPENDIX III (m) through (p) for which a Vendor qualifies. Completion of the Tie Breaking Certifications is mandatory for qualifying Vendors if the Vendor does not desire to waive all rights to consideration of a "tie breaker."

4.2.3 TAB 2: TABLE OF CONTENTS

4.2.4 TAB 3: EXECUTIVE OVERVIEW (Limited to five (5) pages)

The Vendor shall provide a brief executive overview demonstrating an understanding of the ITN purpose stated in Section 1.2, and the needs specified in this ITN. The Executive Overview should also include a brief description of the Vendor's organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications and completing Deliverables as defined in the Department's Legacy Standard Contract.

4.2.5 TAB 4: SERVICES APPROACH AND SOLUTION (Limited to 100 pages, including exhibits, charts and tables)

The Vendor shall describe the method/processes of the delivery, management, coordination, and integration of a community-based child welfare system of care for the provision of foster care and related services required by this ITN. In order to facilitate the reply evaluation process, Vendors should format this reply section in a way that is clearly delineated for each of these service areas as defined:

- A. Management and Administrative -General Tasks
- B. Coordination with Other Providers/Entities
- C. Staff Development and Training
- D. Quality Assurance and Continuous Quality Improvement
- E. Licensing Tasks
- F. Child Protection Tasks
- G. Safety Management Family Preservation Services
- H. Adoption Services
- I. Placement Services
- J. Life Skills Development Services
- K. Independent Living
- L. Health Services

4.2.6 TAB 5: COMPANY QUALIFICATIONS AND EXPERIENCE (Limited to 50 pages)

This section shall address the services in the Statement of Purpose in Section 1.2 of this ITN, and the Vendor's ability to provide the services.

- The Vendor shall describe its organization's approach and philosophy, including mission statement, core values, and vision.
- The Vendor shall describe its organization and governance structure, depicting clear lines of authority including corporate affiliations; describe how the structure represents a lean, efficient and effective administrative model; describe experience and achievements in developing a governance model designed to avoid conflicts of interest.
- The Vendor shall state how the Vendor intends to employ the board governance process described in section 5.9 of APPENDIX VIII-Attachment I.
- The Vendor must describe any experience in providing similar services as requested in this ITN and APPENDIX VII - Department's Legacy Standard Contract and

APPENDIX VIII-Attachment I. The experience should include work done by the individuals who will be assigned to the work described in this ITN, as well as the overall experience of the organization. State whether the Vendor was the prime contractor or a subcontractor and whether it worked in cooperation with a subcontractor. Where applicable, clearly note the Vendor's related experience which included individuals who will be assigned and their role on the past project. Provide a detailed description of any work to be subcontracted, including information describing the qualifications and relevant experience of any proposed subcontractors.

- The Vendor must list all identified subcontracts, or the plan and approach to vet, identify and recruit and retain subcontractors, who will provide proposed services.
- Provide the requested information below which will demonstrate the Vendor's and subcontractor(s)' ability to successfully complete the work described in this ITN and its appendices, attachments, exhibits and referenced supporting documentation. The Vendor's and any proposed subcontractor(s)' information shall be shown separately.

Specifically, in addition to the other information described above the Vendor and the subcontractor(s) must provide:

- A. Full, legal name of the business.
- B. Federal Employer Identification Number.
- C. Proof of legal entity and authorization to do business with the State of Florida.
- D. Country and state of incorporation.
- E. Principal place of business.
- F. Description of the Vendor's organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location.
- G. Brief description of the Vendor's principal type of business and history and what uniquely qualifies the Vendor for the work described in this ITN and **APPENDIX VII - Department's Legacy Standard Contract**.
- H. Statement of whether or not the Vendor has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.
- I. Identification of any potential or actual conflicts of interest that might arise for the Vendor as a result of contract award to the Vendor, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by **APPENDIX X, Section 6** of the PUR 1001. Address both personal and organizational conflicts.
- J. Reservations the Vendor must make if unable to certify completely all of the items in **APPENDIX X, Section 9** of the PUR 1001 entitled "Representation and Authorization." If no reservations are made in this section of the reply, the Vendor shall be deemed to attest to the truth of all of listed items and the Department may rely upon them.

The following specifically apply to the prime Vendor and should be addressed as such:

- K. Names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of its relationship to the Vendor.
- L. If Vendor is proposing to use any subcontractors to perform the work described in this ITN and APPENDIX VII -Department's Legacy Standard Contract.

4.2.7 TAB 6: CORE TEAM QUALIFICATIONS (Limited to 50 pages)

- The Vendor shall describe the qualifications and credentials of their leadership team with an explanation of why the leadership team is qualified to lead their organization in meeting the needs of this ITN. In addition the Vendor must include résumés for key leadership personnel describing their work experience, education, and training as it relates to the requirements of this ITN and APPENDIX VII - Department's Legacy Standard Contract.
- The reply shall include the Vendor's operational approach to the recruitment, training, supervision and retention of qualified personnel as described in APPENDIX VII - Department's Legacy Standard Contract.
- The Vendor shall demonstrate the approach to recruitment of staff able to meet any unique cultural needs described in APPENDIX VIII - Attachment I. The solution should address all applicable personnel grievance and conflict resolution practices. The Vendor should explain how the organization, subcontractors, and staffing levels will best meet the performance standards required to perform properly. It is also important to describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees.

4.3 Content of the Financial Reply

4.3.1 Financial Reply Title Page

The first page of the reply shall be a Title Page that contains the following information:

- A. Title of reply;
- B. Service area (county(ies)) for which replies are being submitted;
- C. ITN number;
- D. Prospective Vendor's name and federal tax identification number, DUNS#;
- E. Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and
- F. Name of program coordinator (if known).

4.3.2 TAB A: FINANCIAL INFORMATION

4.3.2.1 Financial Management

The Vendor must describe its current financial management and accounting systems and capability to generate financial reports on utilization, cost, claims, billing and collections for funders and other DCF ITN: ITN01FS18001 Circuit 1, Northwest Region stakeholders. The Vendor should provide evidence of the ability to secure diverse financial resources apart from CBC contracted dollars, e.g., charitable donations, corporate, and foundation funds and in-kind supports to enhance or expand services, as well as, maximization of community financial support and volunteer programs. The Vendor must describe current funding sources and fund development results for the last three years. The Vendor should provide evidence of the ability to manage cash flow in the context of the anticipated scope and size of this project. The Vendor must also describe how they will provide resources at no cost to the Department for transition of services (if applicable). Address experience with federal funding for child welfare, including Title IV-E and IV-A funds as they relate to obtaining and maintaining eligibility for child welfare services.

4.3.2.2 Proposed Service Efficiencies and Re-investment

The Vendor shall provide information on how they plan to develop efficiencies in the services being provided. From this plan, the Vendor shall show how the cost reduction or added services that are realized from these efficiencies will be re-invested into the required services.

4.3.2.3 Ongoing Approach to Reduce Administrative Costs and Expand Services

The Vendor shall provide an ongoing approach to reduce administrative cost, without affecting the quality of the services.

4.3.2.4 Local Match

In its reply, the Vendor shall identify how the local community match requirement will be met. Please refer to Section 3.3.1 for information on the match.

4.3.3 TAB B: BUDGET

The Vendor must provide a five (5) year financial model/budget that provides a basis for the cost of services to be provided by functional area, as well as administrative costs for the Lead Agency and all subcontractors. The results should be subtotaled by functional area and then totaled where appropriate. The Vendor shall use the linked spreadsheet models provided to submit the responses using APPENDIX XI forms, also available at: <http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments>. The budget totals should be based on available funding projections, if any, and if different, the Vendor should explain the differences.

4.4 Public Records and Trade Secrets

4.4.1 Replies and Other Submissions Are Property of the State

These provisions supplement APPENDIX X, Section 19 of Form PUR 1001 (2006). All materials submitted in reply or other response to this ITN become the property of the State of Florida, which shall have the right to use such ideas or adaptations of those ideas without cost or charge, regardless of selection or rejection of a reply.

4.4.2 Replies and Other Submissions are Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply and other submittals pursuant to subsection 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Vendor's reply or other submittal to this solicitation will be waived upon opening by the Department of the reply or other submittal, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Vendor's reply or other submittal outside of the separately bound document described below.

4.4.3 How to Claim Trade Secret Protection

If the Vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate CD, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Reply, ITN No.01FS18001 Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its reply to be trade secret the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

4.4.4 Vendor's Duty to Respond to Public Records Requests

In response to any notice by the Department that a public records request received by the Department encompasses any portion of the separately bound part of the Vendor's reply or other submissions labeled as "trade secret," the Vendor shall expeditiously provide the Department, or the public pursuant to subsection 119.0701(2), F.S., with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

4.4.5 Department not Obligated to Defend Vendor Claims

The Department is not obligated to agree with the Vendor's claim of exemption, and by submitting a reply or other submission the Vendor agrees to be responsible for defending its claim

that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Vendor agrees that it shall protect, defend, and indemnify, including attorneys' fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to Vendor's claim that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the provider's redaction.

SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract to the responsive Vendor(s) that the Secretary, or his or her designee, determines to be the best value, based on the selection criteria set forth in Section 5.

5.1 SELECTION CRITERIA

The following Selection Criteria shall apply for this ITN:

| Criteria |
|---|
| <ul style="list-style-type: none"> • The Vendor's articulation of its solution/services and the ability of the solution/services to meet the requirements of this ITN and provide additional value. |
| <ul style="list-style-type: none"> • The Vendor's company structure, subcontractors, and experience and capability to deliver its proposed solution/services including the Vendor track record providing services similar to the ones specified in this ITN. |
| <ul style="list-style-type: none"> • The skills and experience of the Vendor's leadership team, staff and resources the Vendor will use in implementing its solution/services. |
| <ul style="list-style-type: none"> • The Vendor's financial management approach, proposed budget and related financial information. |

The Department may consider any information or evidence which comes to its attention and which reflects upon a Vendor's capability to fully perform the contract requirements and/or the Vendor's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the contract.

5.2 Application of Mandatory Requirements

A Vendor must meet all Mandatory Requirements (defined herein) in order to be considered for evaluation under this ITN. The Mandatory Requirements Checklist for this ITN are set forth in APPENDIX V.

The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements specified herein and in APPENDIX V. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

5.3 Evaluation Phase Methodology for Ranking and Shortlisting

The Department's initial evaluation and scoring of replies will determine which replying Vendors fall within the competitive range and are eligible for inclusion in the Negotiation Phase. All responsive replies will be evaluated using the following process:

5.3.1 Scoring by Evaluators

The Department's Evaluators will independently evaluate each Programmatic Reply in accordance with the following criteria:

| Criteria | Relative Value |
|---|----------------|
| <ul style="list-style-type: none"> • Vendor's articulation of its solution/services and the ability of the solution/services to meet the requirements of this ITN and provide additional value. <ul style="list-style-type: none"> ○ Services Approach and Solution | 45 |
| <ul style="list-style-type: none"> • The Vendor's company structure, subcontractors, and experience and capability to deliver its proposed solution/services including the Vendor track record providing services similar to the ones specified in this ITN. <ul style="list-style-type: none"> ○ Company Qualifications and Experience | 30 |
| <ul style="list-style-type: none"> • The skills and experience of the Vendors leadership team, staff and resources the Vendor will use in implementing its solution/services. <ul style="list-style-type: none"> ○ Core Team Qualifications | 25 |
| <ul style="list-style-type: none"> • The Vendor's financial management approach, proposed budget and related financial information. <ul style="list-style-type: none"> ○ This criteria and information provided by the Vendor (Financial Reply) will not be used by or distributed to the Evaluators during the Evaluation Phase. This criteria and the Financial Reply will be used in the Negotiation Phase to assist the Negotiation Team in their recommendation to the Secretary or his/her designee in determining which Vendor(s) present the best value. | 0 |
| TOTAL | 100 |

5.3.2 Total Score, Recommended Ranking and Competitive Range of Replies

The Procurement Manager will average the total programmatic point scores by each Evaluator to calculate the points awarded for each section. The Procurement Manager will use total points to rank Vendors from 1 to n.

For example:

| Firm | Raw Points Received | Rank |
|-----------|---------------------|------|
| Company A | 90 | 2 |
| Company B | 100 | 1 |
| Company C | 80 | 3* |
| Company D | 75 | 5 |
| Company E | 80 | 3* |

**In the event that multiple firms have the same raw point score, the rank positions needed to cover those firms are the same. Each firm receives a rank of 3.*

This ranking will serve as the recommended ranking of the Department's Evaluators.

5.3.3 Report of the Procurement Manager

After developing the recommended ranking in accordance with Section 5.3.1, the Procurement Manager will provide to the Secretary, or his or her designee, a report on replies deemed nonresponsive and, as to those deemed responsive, a report on the evaluation process and the recommended ranking of the Evaluators.

5.3.4 Determination of Ranking

The scoring from the Evaluation Phase shall serve as a recommendation only. No scoring by the Secretary, or his or her designee, will be performed. The Secretary, or his or her designee, will make a determination to include one or more Vendors on the Move Forward List based on the competitive range of total scores.

5.3.5 Selection and Posting of Qualified Vendors for Negotiations (Shortlist)

Upon approval of the list of Vendors selected for negotiations by the Secretary or his/her designee, the Department will post the Move Forward List on the VBS at: http://myflorida.com/apps/vbs/vbs_main_menu/. Responsive Vendors who are not listed in the posting will not be formally eliminated from the ITN process until the posting of the notice of intent to award. Unless otherwise provided in the posting of the Move Forward List, no presumption of preference or merit in the negotiation process or for contract award shall arise from the Evaluators' scores, the ranking or the order of Vendors listed in such posting. No responsive Vendor will be formally eliminated from consideration for award of a contract under this ITN until the posting of a Notice of Intended Award is issued.

5.4 Negotiation Process for Final Selection

The Department intends to initially negotiate concurrently with the Vendors on the Move Forward List approved by the Secretary, or his or her designee. However, the Department reserves the right, after posting notice thereof, to expand the Move Forward List to include additional responsive Vendors for negotiation or change the method of negotiation [e.g., concurrent versus by order of ranking], if it determines that to do either would be in the best interest of the state.

5.4.1 Supplemental Replies

The Department reserves the right to require Vendors on the Move Forward List to submit a supplemental reply or other submission prior to conducting negotiations. Notice of such requirement will be posted on the DMS VBS website:

http://myflorida.com/apps/vbs/vbs_main_menu/.

5.4.2 Goal of Negotiations

The negotiation process is intended to enable the Department to determine which Vendor presents the best value, whether and with whom it will contract, and to establish the principal terms and conditions of such contract. There shall be additional negotiations to finalize all terms and conditions of the contract after a notice of selection is posted.

5.4.3 Department Retains Discretion

After the initial negotiation session with the selected Vendor(s) the Department, in its sole discretion, shall determine whether to hold additional negotiation sessions and with which Vendor(s) it will negotiate.

5.4.4 Other Department Rights During Negotiations

At any time during the negotiation process, the Department's reserved rights include but are not limited to:

- Schedule additional negotiating sessions with any or all responsive Vendor(s);
- Require any or all responsive Vendor(s) to provide additional or revised replies and detailed written proposals addressing specified topics;
- Require any or all responsive Vendor(s) to provide a written best and final offer;
- Require any or all responsive Vendor(s) to address services, prices, or conditions offered by any other Vendor;
- Pursue a contract with one or more responsive Vendor(s) for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written proposals or request for best and final offers;
- Pursue the division of contracts between responsive Vendor(s) by type of service or geographic area, or both;
- Arrive at an agreement with any responsive Vendor, finalize principal contract terms with such Vendor and terminate negotiations with any or all other Vendors, regardless of the status of or scheduled negotiations with such other Vendor(s);
- Decline to conduct further negotiations with any Vendor;
- Reopen negotiations with any Vendor;
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN;
- Review and rely on relevant information contained in the replies received pursuant to **Section 4**; and
- Review and rely on relevant portions of the evaluations conducted pursuant to **Section 5.3**.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Vendor or Vendors affected and whether to provide concurrent public notice of such decision.

5.4.5 Negotiation Meetings Not Open to Public

- Negotiation between the Department and Vendors are not open to the public pursuant to subsection 286.0113(2)(a), Florida Statutes.
- Negotiation strategy meetings of the Department's Negotiation Team are exempted by subsection 286.0113(2)(a), F.S.

- The Department shall audio record all meetings of the Department's negotiation team.

5.5 Final Selection and Notice of Intent to Award Contract

5.5.1 Department's Negotiation Team Recommendation

The Department's Negotiation Team will develop a recommendation as to the award that will provide the best value to the state based on the selection criteria set forth in Section 5.1. In so doing, the Negotiation Team is not required to score the Vendors, and will base the Negotiation Team's recommendation on the selection criteria and will arrive at its recommendation by majority vote. The Negotiation Team's recommendation will be forwarded to the Secretary, or his or her designee, for review.

5.5.2 Selection of Vendor(s)

The Secretary, or his or her designee, will then decide which solutions and Vendor(s) represent the best value, based on the selection criteria in Section 5.1, and to whom the contract should be awarded under this ITN. In so doing, the Secretary, or his or her designee, is not required to score the Vendors, and will base his or her decision on a determination of best value. If the Secretary determines that two or more replies most advantageous to the state are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with section 295.187, Florida Statutes, and Rule 60A-1.011, Florida Administrative Code.

5.5.3 Reserved Rights

The Department reserves the right to:

- Select one or more Vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- Divide the work among Vendors by type of service or geographic area, or both;
- Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- Award a contract which includes one or more subcontractors proposed by any other Vendor(s).

5.5.4 Posting Notice of Award

The Department will post the Notice of Intent to Award Contract, stating intent to enter into one (1) or more contracts with the Vendor or Vendors identified therein, on VBS http://myflorida.com/apps/vbs/vbs_main_menu/. Any negotiations to finalize terms and conditions of the contract after such notice will involve a Department designee and not the Department's negotiation team, although members of the team may assist the designee in such negotiations.

5.5.5 Reserved Rights After Notice of Intent to Award

The Department reserves the right:

- To schedule additional negotiation sessions with Vendor(s) identified in the Notice of Intent to Award in order to establish final terms and conditions for contracts with the Vendor(s).

- To post a notice of withdrawal or amendment of its Notice of Intent to Award and reopen negotiations with any Vendor at any time prior to execution of the contract.
- To post a notice of withdrawal of award in the event that the selected Vendor fails to execute the contract or defaults in performance. In such event, the Department reserves the right to re-procure services in accordance with Rule 60A-1.006(3) Florida Administrative Code.

APPENDIX I: NOTICE OF INTENT TO SUBMIT A REPLY

_____ (Vendor Name) wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled "_____" ITN No. _____.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

| | |
|-----------------------------------|--|
| Name of Authorized Official: | |
| Title of Authorized Official: | |
| Signature of Authorized Official: | |
| Date: | |
| Address: | |
| City, State, Zip: | |
| Telephone No: | |
| Facsimile No: | |
| E-mail Address: | |

APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY

| | |
|--|--|
| Check below and complete Section A or Section B | |
| <input type="checkbox"/> | Vendor is not a sole proprietorship (Complete Section A) |
| <input type="checkbox"/> | Vendor is a sole proprietorship (Complete Section B) |
| Section A | |
| <p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of Vendor) and have authority to make official representations by said Vendor regarding its official records and hereby state that my examination of the Vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the Vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Vendor in response to ITN # _____, and, in so doing, to bind the named Vendor to the statements made therein.</p> | |
| Dated: | |
| | |
| Signature: | |
| | |
| Printed Name: | |
| | |
| Title: | |
| | |
| <p>NOTE: In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.</p> | |
| Section B | |
| <p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of Vendor), and will be personally bound by the Proposal submitted in response to ITN # _____.</p> | |
| Dated: | |
| | |
| Signature: | |
| | |
| Printed Name: | |
| | |

APPENDIX III: VENDOR'S CERTIFICATIONS

| MANDATORY CERTIFICATIONS | | |
|--|--------------|---|
| MASTER CERTIFICATION | | |
| <p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # _____ (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (a) through (l) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p> | | |
| <p>Check the applicable box next to the title to each certification:</p> | | |
| True | False | |
| | | a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document |
| | | b. Certification of Representations Per Section 9 of PUR 1001 |
| | | c. Certification of Authority to Do Business in Florida |
| | | d. Statement of No Involvement |
| | | e. Conflict of Interest Statement (Non-Collusion) |
| | | f. Certification Regarding Subcontractors and Other Providers |
| | | g. Certification Regarding Lobbying |
| | | h. Certification Regarding Scrutinized Companies List |
| | | i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts |
| | | j. Certification Regarding Prior Contractual Obligations |
| | | k. Certification of Representations Per sections 287.133, and 287.134, F.S. |
| | | l. Certification of a Drug Free Workplace |
| <p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p> | | |
| Signature of Authorized Representative: | | Date: |
| <p>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's Reply is submitted in good faith in response to the Department of Children and Families Invitation to Negotiate (the ITN) and is binding on the Vendor in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Vendor will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The Vendor further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Department's exclusive determination, in rejection of the reply.</p> | | |
| <p>b. Certification of Representations Per Section 9 of Form PUR 1001 By checking the "True" box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.</p> | | |
| <p>c. Certification of Authority to Do Business in Florida By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.</p> | | |

d. Statement of No Involvement

By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has:

Been awarded a contract that was procured using procedures other than those described in subsections 287.057 (1-3), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent contract to support this project; Participated in drafting of a solicitation for this specific project; or Developed a program for future implementation of this project.

e. Conflict of Interest Statement (Non-Collusion)

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Invitation to Negotiate as principals are named therein, that the Vendor's Reply is made without collusion with any other person, persons, company, or parties submitting a reply; that it is in all respect made in good faith; and as the signer of the reply, I have full authority to legally bind the Vendor to the provisions of this reply.

f. Certification Regarding Subcontractors and Other Providers

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor's Agreement to the following: 1) during the negotiation phase the Department may request, and any Vendor submitting a reply to this ITN may propose, that such Vendor use any of the subcontractors or providers used or identified by any other Vendor submitting a reply to this ITN; and 2) that the Vendor waives any contract provision to the contrary.

g. Certification Regarding Lobbying

By checking the "True" box in the Master Certification and signing the same, I hereby certify, to the best of my knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

h. Certification Regarding Scrutinized Companies List

By checking the "True" box in the Master Certification and signing the same, I hereby certify, the Vendor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. I understand section 287.135, Florida Statutes, prohibits Florida state agencies from contracting with companies on either list, for goods or services over \$1,000,000, and pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts

By checking the "True" box in the Master Certification and signing the same, I hereby certify, in accordance with the debarment and suspension instructions listed below, the Vendor certifies neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency. Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this certification.

INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369). (See 2 C.F.R. Part 180)

(1) Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of Vendors if they are debarred or suspended by the federal government.

(2) This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

(3) The Vendor shall provide immediate written notice to the contract manager at any time the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.

(5) The Vendor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.

(6) The Vendor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.

(7) The Department of Children and Families may rely upon a certification of a Vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

This signed certification must be kept in the contract file. Subcontractor's certification must be kept at the Vendor's business location.

j. Certification Regarding Prior Contractual Obligations

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor has not:

- (1) Failed to correct to the satisfaction of the Department any unsatisfactory performance in a previous contract after Department notice of unsatisfactory performance;
- (2) Had a contract terminated by the Department for cause; and
- (3) Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (APPENDIX III) prior to contract execution.

k. Certification of Representations Per Sections 287.133 and 287.134, Florida Statutes

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor is not listed on the Convicted Vendors List created and maintained pursuant to section 287.133, Florida Statutes, or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, Florida Statutes.

l. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295, F.S., provide qualifying Vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a Vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying Vendors, however, a Vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or reply.

MASTER CERTIFICATION - TIE-BREAKING CERTIFICATIONS

As the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # _____ (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (m) through (p) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

Check the box next to the title to each certification that is true:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | m. Certification of a Certified Minority Business Enterprise |
| <input type="checkbox"/> | n. Certification of a Service Disabled Veteran's Business Enterprise |
| <input type="checkbox"/> | o. Certification of a Florida Business |
| <input type="checkbox"/> | p. Certification of a Foreign Manufacturer with a Factory in Florida |

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

| | |
|---|-------|
| Signature of Authorized Representative: | Date: |
|---|-------|

m. Certification of a Certified Minority Business Enterprise

By checking the "True" box in the Master Certification - Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with section 287.0943, Florida Statutes.

n. Certification of a Service Disabled Veteran's Business Enterprise

By checking the "True" box in the Master Certification - Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with section 295.187, Florida Statutes.

o. Certification of a Florida Business

By checking the "True" box in the Master Certification - Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with section 287.084, Florida Statutes.

p. Certification of a Foreign Manufacturer with a Factory in Florida

By checking the "True" box in the Master Certification - Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with section 287.092, Florida Statutes.

APPENDIX IV: QUESTION SUBMITTAL FORM

Each Vendor shall complete the form provided based on its questions relating to this ITN. The completed form shall be submitted in accordance with the instructions provided in Section 2.7 of the ITN. The electronic response must be submitted as a Microsoft Word 2007 version file format. This form may be expanded as needed to facilitate response to this requirement.

Vendor Name: [Enter Legal Name of Vendor]

| Question Number | ITN Section Number | ITN Page Number | Question/Comment |
|-----------------|--------------------|-----------------|------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |

[Add rows as necessary.]

*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Vendor.

APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST

| MANDATORY CRITERIA CHECKLIST for: (enter name & reference # of solicitation) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|--|---|---|--|---|---|--|--|--|--|--|------------------------------|--|----|--|--|----|--|--|----|----------------------------------|--|----|--|--|----|---|--|----|---|--|----|---|--|----|--|--|
| Print Vendor's Name (Agency): | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Print Name of Department Reviewer (Procurement Manager): | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Signature of Department Reviewer: | | Date: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Print Name of Department Witness: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Signature of Department Witness: | | Date: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>1. Was the reply received by the date and time specified in the ITN and at the specified address?</p> <p style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p> <p>Comments:</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>2. Does the reply include the following?</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">a.</td> <td style="width: 65%;">Signed Certificate of Signature Authority, naming the Vendor and its Authorized Representative (see note at bottom of Section A of Appendix II for acceptable alternatives)</td> <td style="width: 30%; text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td>b.</td> <td>Master Certification, including the names of Vendor and its Authorized Representative and signature of the Authorized Representative.</td> <td style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> </table> | | | a. | Signed Certificate of Signature Authority, naming the Vendor and its Authorized Representative (see note at bottom of Section A of Appendix II for acceptable alternatives) | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | b. | Master Certification, including the names of Vendor and its Authorized Representative and signature of the Authorized Representative. | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a. | Signed Certificate of Signature Authority, naming the Vendor and its Authorized Representative (see note at bottom of Section A of Appendix II for acceptable alternatives) | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b. | Master Certification, including the names of Vendor and its Authorized Representative and signature of the Authorized Representative. | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>3. Is the "True" box in the Master Certification checked for each of the following?</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>a.</td><td>Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</td><td style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td></tr> <tr><td>b.</td><td>Certification of Representations Per Section 9 of PUR 1001</td><td style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td></tr> <tr><td>c.</td><td>Certification of Authority to Do Business in Florida</td><td style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td></tr> <tr><td>d.</td><td>Statement of No Involvement</td><td style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td></tr> <tr><td>e.</td><td>Conflict of Interest Statement (Non-Collusion)</td><td style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td></tr> <tr><td>f.</td><td>Certification Regarding Subcontractors and Other Providers</td><td style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td></tr> <tr><td>g.</td><td>Certification Regarding Lobbying</td><td style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td></tr> <tr><td>h.</td><td>Certification Regarding Scrutinized Companies List</td><td style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td></tr> <tr><td>i.</td><td>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts</td><td style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td></tr> <tr><td>j.</td><td>Certification Regarding Prior Contractual Obligations</td><td style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td></tr> <tr><td>k.</td><td>Certification of Representations Per Sections 287.133 and 287.134, F.S.</td><td style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td></tr> <tr><td>l.</td><td>Certification of a Drug Free Workplace</td><td style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td></tr> </table> | | | a. | Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | b. | Certification of Representations Per Section 9 of PUR 1001 | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | c. | Certification of Authority to Do Business in Florida | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | d. | Statement of No Involvement | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | e. | Conflict of Interest Statement (Non-Collusion) | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | f. | Certification Regarding Subcontractors and Other Providers | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | g. | Certification Regarding Lobbying | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | h. | Certification Regarding Scrutinized Companies List | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | i. | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | j. | Certification Regarding Prior Contractual Obligations | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | k. | Certification of Representations Per Sections 287.133 and 287.134, F.S. | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | l. | Certification of a Drug Free Workplace | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail |
| a. | Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b. | Certification of Representations Per Section 9 of PUR 1001 | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| c. | Certification of Authority to Do Business in Florida | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| d. | Statement of No Involvement | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| e. | Conflict of Interest Statement (Non-Collusion) | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| f. | Certification Regarding Subcontractors and Other Providers | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| g. | Certification Regarding Lobbying | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| h. | Certification Regarding Scrutinized Companies List | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| i. | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| j. | Certification Regarding Prior Contractual Obligations | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| k. | Certification of Representations Per Sections 287.133 and 287.134, F.S. | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| l. | Certification of a Drug Free Workplace | <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>The reply includes the following "tie breaker" certification documents:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Appendix III m. - Certification of a Certified Minority Business Enterprise</td> <td style="width: 15%; text-align: center;"><input type="checkbox"/> Yes</td> <td style="width: 15%; text-align: center;"><input type="checkbox"/> No</td> </tr> <tr> <td>Appendix III n. - Certification of a Service Disabled Veteran's Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input type="checkbox"/> No</td> </tr> <tr> <td>Appendix III o - Certification of a Florida Business</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input type="checkbox"/> No</td> </tr> <tr> <td>Appendix III p - Certification of a Foreign Manufacturer with a Factory in Florida</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input type="checkbox"/> No</td> </tr> </table> | | | Appendix III m. - Certification of a Certified Minority Business Enterprise | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Appendix III n. - Certification of a Service Disabled Veteran's Business Enterprise | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Appendix III o - Certification of a Florida Business | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Appendix III p - Certification of a Foreign Manufacturer with a Factory in Florida | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | | | | | | | | | | | | | | | | | | | | | | | |
| Appendix III m. - Certification of a Certified Minority Business Enterprise | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appendix III n. - Certification of a Service Disabled Veteran's Business Enterprise | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appendix III o - Certification of a Florida Business | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appendix III p - Certification of a Foreign Manufacturer with a Factory in Florida | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Comments:</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>4. Has the Department verified that the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List?</p> <p style="text-align: center;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail Comments:</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

APPENDIX VI: SUBCONTRACTOR LIST

The lists will identify the subcontractors who will perform work under the contract(s) resulting from this solicitation.

The Vendor shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in the related subcontracted services and is qualified to provide the services for which each subcontractor is listed.

In the event that no subcontractor(s) will be used, this list shall be returned indicating "No Subcontractors will be used."

CHECK HERE IF NO SUBCONTRACTORS WILL BE USED:

| | |
|-------------------------|--|
| Subcontractor Name: | |
| Business Type: | |
| Subcontracted Services: | |
| Address: | |
| City, State Zip | |
| Phone # | |
| FEIN # | |

| | |
|-------------------------|--|
| Subcontractor Name: | |
| Business Type: | |
| Subcontracted Services: | |
| Address: | |
| City, State Zip | |
| Phone: | |
| FEIN # | |

| | |
|-------------------------|--|
| Subcontractor Name: | |
| Business Type: | |
| Subcontracted Services: | |
| Address: | |
| City, State Zip | |
| Phone # | |
| FEIN # | |

| | |
|-------------------------|--|
| Subcontractor Name: | |
| Business Type: | |
| Subcontracted Services: | |
| Address: | |
| City, State Zip | |
| Phone: | |
| FEIN # | |

[Duplicate table as necessary for additional subcontractors.]

*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Vendor.

APPENDIX VII

Contract No. _____

Client Non-Client

CFDA No. _____

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and _____ hereinafter referred to as the "Provider". The Department and Provider agree as follows:

1. **Purpose.** The Department is engaging the Provider for the purpose of _____, as further described in Attachment I hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit or review to confirm contract compliance. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to add services that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.
2. **Effective and Ending Dates.** This Contract shall be effective on _____ or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on _____ or the effective date of this Contract, whichever is later, and it shall end at midnight Select a Time Zone, on _____, subject to the survival of terms provisions of Section 33.1 hereof.
3. **Payment for Services.** The Department shall pay for contracted services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract of an amount not to exceed _____ or the rate schedule, subject to the availability of funds and the Department's determination of satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.
4. **Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this Contract including its attachments, _____ and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8- 13, 20, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
5. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 35 of this Contract.

6. Official Payee and Party Representatives

a. The name, mailing address and e-mail address of the Provider's official payee to whom the payment shall be made are:

Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____
 ext: _____
 e-mail: _____

b. The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:

Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____
 ext: _____
 e-mail: _____

c. The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract is:

Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____
 ext: _____
 e-mail: _____

d. The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____
 ext: _____
 e-mail: _____

Per section 402.7305(1)(a), F.S., the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (name, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.

7. **Inspections and Corrective Action.** The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following

such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 30.

8. Independent Contractor, Subcontracting and Assignments.

a. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.

b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

c. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest. No payment shall be made to any factor or other person who has been assigned or transferred the right to receive payment except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of the Department shall be null and void.

d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

e. The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

g. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes (F.S.), unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

8. Provider Indemnity. Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

a. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

b. Further, the Provider shall indemnify the Department for all costs and attorney's fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 28.c. hereof, including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 766.26, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

10. Insurance. The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 766.26(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

11. Notice of Legal Actions. The Provider shall notify the Department of potential or actual legal actions against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Department's Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions from the day of the legal filing, whichever comes first.

12. **Client Risk Prevention.** If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in Department of Children and Families Operating Procedure (CFOP) 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

13. **Emergency Preparedness Plan.** If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the Contract in the event of an actual emergency.

a. For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

b. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.

c. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

14. **Intellectual Property.** It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

a. If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors for State of Florida purposes during the term of this Contract and perpetually thereafter.

b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products for State of Florida purposes.

15. **Real Property.** Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

16. **Publicity.** Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any state agency or affiliate or any officer or employee of the State, or any state program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

17. **Sponsorship.** As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

18. **Employee Gifts.** The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended Vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

19. **Invoices.** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.081, F.S., or at such lower rates as may be provided in this Contract.

20. **Final Invoice.** The final invoice for payment shall be submitted to the Department no more than _____ days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

21. **Financial Consequences.** If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences provided for in Section 29 hereof. The parties agree that the penalties provided for under Section 29 hereof constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides or termination of contract per Section 29 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 22, to the extent of such error.

22. **Overpayments.** The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be promptly made upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any amount due under this Contract at any time any amount due to the Department from the Provider under this or any other contract or agreement and payment otherwise due under this Contract will be deemed received regardless of such offset.

23. **Payment on Invoices.** Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify 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 later of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

24. **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting Vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 342-2762.

25. **Records, Retention, Audits, Inspections and Investigations.**

- a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.
- b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.
- c. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 25.b.
- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, section 92.36(f)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment _____.
- g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).
- h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

26. **Public Records.**

- a. As required by section 287.058(1)(c), F.S., the Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that 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 the Contract.
 - I. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.
 - II. The Provider must clearly label any portion of the documents, data, or records submitted to the Department that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific

statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

iii. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 28.b. Accompanying the submission shall be an updated version of the justification under Section 28.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

iv. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

b. As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

i. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

ii. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

iv. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Provider upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

c. By executing this Contract the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential or exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. Provider agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential or exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

27. **Client Information.** The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state and federal laws, rules and regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment _____ to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to Provider's performance of this Contract.

28. **Data Security.** The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to Department data systems or maintain any client or other confidential information in electronic form:

a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.

b. The Provider shall provide the latest Departmental security awareness training to its staff who have access to departmental information.

c. All Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement Form CF 0114 annually. A copy of Form CF 0114 may be obtained from the Contract Manager.

d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices.

e. The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) working days following the determination of any breach or potential breach of personal and confidential Departmental data.

f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 29 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

29. **Financial Penalties for Failure to Take Corrective Action.**

a. In accordance with the provisions of subsection 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action.

b. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action has not been implemented or in which acceptable progress toward implementation has not been made.

c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from Invoices submitted by the Provider.

30. The Following Termination Provisions Apply to this Contract:

a. This contract may be terminated by either party without cause upon no less than one-hundred-twenty (120) calendar days notice in writing unless a sooner time is mutually agreed upon in writing.

b. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

c. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the state or is not permitted by law or regulation. Otherwise, notice of termination will be issued after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

d. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

All notices of termination provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 6 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

31. **Transition Activities.** Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

32. **Dispute Resolution.** Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30 hereof. All notices provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 6 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery.

33. Other Terms

a. Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication, in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.

b. This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in

any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment hereto, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

c. Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8458.

d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of section 403.7065, F.S.

e. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

f. The Department of Economic Opportunity and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

g. Transitioning Young Adults: The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

i. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

j. **Survival of terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.

k. In the event of a conflict between the provisions of the documents comprising this Contract, the documents shall be interpreted in the following order of precedence:

- i. Attachment I and other attachments, if any;
- ii. Any documents incorporated into any attachment by reference;
- iii. This Standard Contract;
- iv. Any documents incorporated into this Standard Contract by reference.

34. **Modifications.** Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

35. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 5 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract, as they may be enacted or amended from time to time. Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this Contract.

a. **Federal Law**

i. If this Contract contains federal funds, the Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 45 CFR, Parts 74 and 92, the Federal Uniform Grant Guidance and other applicable regulations.

ii. If this Contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 80 and 45 CFR, Part 92, if applicable.

iii. If this Contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control 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.

iv. No federal funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

v. If this Contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of

1994 (20 U.S.C. 6061). 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 or the imposition of an administrative compliance order on the responsible entity, or both.

vi. **Unauthorized aliens shall not be employed.** Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the e-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. "Employee assigned to the contract" means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

b. **Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with 45 CFR, Part 80 and CFOP 60-16.

c. **Use of Funds for Lobbying Prohibited.** The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

d. **Public Entity Crime and Discriminatory Contractors** Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted Vendor list or the discriminatory Vendor list. When a person or affiliate has been placed on the convicted Vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory Vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted Vendor list shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list.

e. **Scrutinized Companies.** If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

f. **Federal Funding Accountability and Transparency Act.** The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$25,000 or more in Federal funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.

g. **Client and Other Confidential Information.** State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.176, 410.037, 410.805, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(vii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

h. **Whistle-blower's Act Requirements.** In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

i. **Support to the Deaf or Hard-of-Hearing**

I. The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."

II. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th working day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single Point of Contact shall be furnished to the Department's grant or Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

III. The Provider shall contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact will ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single Point of Contact.

iv. The Single Point of Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

v. The Provider's Single Point of Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notices can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/fig/civilrights.shtml>

vi. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to the Department of Children and Families Office of Civil Rights.

vii. If the customer or companion is referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

viii. The Department requires each contract/subcontract provider agency's direct service employees to complete the online training: Serving our Customers who are Deaf or Hard of Hearing, (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

J. **Employment Screening.** The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

- i. Employment history checks;
- ii. Fingerprinting for all criminal record checks;
- iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- iv. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- v. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

The Provider shall sign an affidavit each state fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

k. **Human Subject Research.** The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

l. **Coordination of Contracted Services.** Section 287.0575, F.S., mandates various duties and responsibilities for certain state agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their management of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with Section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

- Name of each contracting state agency and the applicable office or program issuing the contract.
- Identifying name and number of the contract.
- Starting and ending date of each contract.
- Amount of each contract.
- A brief description of the purpose of the contract and the types of services provided under each contract.
- Name and contact information of each Contract Manager.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 4.

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

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: _____
 Print/Type
 Name: _____

Signature: _____
 Print/Type
 Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

APPENDIX VIII

Attachment I

1. SCOPE OF WORK

The Lead Agency shall deliver a comprehensive array of foster care and related services as defined in s. 409.986 and 409.988, F.S. to eligible children and families in the geographic area described in Section 1.1., while ensuring each child's safety, well-being and permanency.

1.1. Geographic Service Area

Services shall be provided in Circuit 1/Escambia, Santa Rosa, Okaloosa, and Walton Counties. As provided in Rule 65C-30.018, Florida Administrative Code, out-of-county services will be provided as agreed between contracted service providers.

1.2. Clients to be Served

Services are provided to children and families who are in need of family support services/prevention related to child abuse and neglect, safety management, family preservation, child protection, foster care and permanency services, independent living, adoption services and post-adoption services. Clients eligible for service under this Contract shall be determined in accordance with the provisions of: Chapters 39, 63, and 409, F.S., and Chapters 65C-13 through 65C-17 and 65C-28 through 65C-31, 65C-33, 65C-38, Florida Administrative Code (F.A.C.); and, Titles IV-B and IV-E of the Social Security Act. The Department shall make the final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, dispute resolution, as described in Section 5.2, shall be implemented.

1.3. Service Times

Service under this Contract shall be provided 24 hours per day and 365 days a year.

1.4. Limits of Service

1.4.1. Service Responsibility for Increase in New Clients

In the event there is a 10% increase over a six (6)-month period, in either the number of new in-home services clients or new out-of-home services clients, the Department will initiate a review per section 1.4.3.a. of this Contract. The initiation or outcome of the review has no impact on the Lead Agency's obligation to serve all children eligible for services under this Contract. A new client is defined as a child that has not been active with the Lead Agency in Florida Safe Families Network within the previous twelve (12) months.

1.4.2. Performance Contract Utilization Level

Estimates for the number of children to be served both in-home and out-of-home are based upon a projection of prior 3-year trends of the total number of clients served. In certain cases, a Lead Agency may serve more cases than have been projected. In circumstances where factors outside the Lead Agency's control may influence an increase in referrals for both in-home and out-of-home services, the Lead Agency may be eligible for additional funds. Such adjustments are negotiable only in those instances where:

1. Service utilization increases can be linked to circumstances outside the Lead Agency's control; and
2. The Lead Agency is able to document that it has used all funds appropriated by the legislature and received for family preservation/prevention purposes.

1.4.3. Shared Risk for Service Utilization

Because Lead Agencies are required to provide appropriate child welfare services to all eligible children and families, the Department recognizes a responsibility for ensuring that contract utilization does not exceed projected levels due to the failure to adequately manage child protection activities under the direct jurisdiction and control of the Department. Specifically, the Department agrees to review increases in the number of children and families referred for in-home services and the number of children referred from child protection investigations directly to out-of-home services as follows:

- a. Review. At a minimum, this review will include: (1) the total number of reports with verified and not substantiated findings from at least the last two preceding fiscal years; (2) the total number of referrals from child protective investigations to in-home services as a percentage of the total number of reports with verified and not substantiated findings; and (3) the total number of referrals from child protective investigations for out-of-home services as a percentage of the total number of reports with verified and not substantiated findings.
- b. Capacity. The review will also examine the extent to which capacity has been built and expanded within the community to prevent in-home and out-of-home service referrals.
- c. Determination. Upon examination of the data outlined in the review process, along with any other relevant information, the Department will render a determination as to whether or not the Lead Agency has experienced an increase in service utilization that is either: (1) a function of the Department's managed child protection performance; (2) a function of some other external factor (e.g., media event, judicial actions, drug epidemic); or, (3) a function of Lead Agency-managed service performance.
- d. Potential Actions. In those instances where service utilization for in-home and/or out-of-home care is a result of the Department's managed child protection performance, the Department will pursue accessing available resources in an effort to reimburse, either partially or in whole, the anticipated additional cost for serving clients over the anticipated projection. In those instances where increased service utilization is a function of Lead Agency management, the Lead Agency is expected to assume responsibility for accommodating the additional service capacity. In those instances where increased service utilization is a function of some other external factor, and results in a verified increase in the cost of providing services under the process set forth in section 1.4.3.a. of this Contract, and if no additional funds are appropriated by the Legislature pursuant to section 409.991, F.S., to offset that increase in cost, the Department and the Lead Agency agree to seek additional funding via the shared risk pool, if available, pursuant to section 409.990(7), F.S., or through any other available avenue of resources, including the Florida Legislature.

- e. **Shared Risk.** If any of the events enumerated below occur, and such occurrence causes an increase in the cost associated with the Lead Agency's delivery of services, the Lead Agency and the Department may seek additional funds through the risk pool, if appropriate, or through any other available avenue of resources, including the Florida Legislature:
 - i. Significant changes in the number or composition of clients eligible to receive services.
 - ii. Significant changes in the services that are eligible for reimbursement.
 - iii. Continuity of care in the event of failure, discontinuance of service, or financial misconduct by a lead agency.
 - iv. Significant changes in the mix of available funds.
- f. **Capability and Willingness to Serve.** If funding is not available to address the occurrence of events enumerated in section 1.4.3.e. of this Contract, the Department will work with the Lead Agency to adjust contract terms or performance expectations to meet the funding availability. However, both parties acknowledge that no solution to address increased costs or any provision of this Contract shall result in a negative impact on the provision of services to children, compromise child safety, or otherwise negate the Lead Agency's capability and willingness to serve all children referred to it from the protective investigation and court systems, regardless of the level of funding allocated to the Lead Agency, provided all related funding is transferred as mandated in section 409.990(2)(c), F.S.

1.5. Service Task List: Management

1.5.1. General

- 1.5.1.1. The Lead Agency and the Department will comply with all state laws and rules, federal laws and regulations, Department Operating Procedures (CFOPs) or Department-approved Lead Agency policies and procedures, Department policy memos issued by the Department Assistant Secretary for Child Welfare or designee after the execution of this contract, and Practice Guidelines. The Department will provide reasonable notice and an opportunity for the Lead Agency to provide comment prior to the implementation of Department policy memos unless there is an immediate danger to the health, safety or welfare of the clients described in section 1.2. Department policy memos will be issued through the contract manager as the official point of contact. The Lead Agency will designate an official point of contact responsible for receiving and disseminating Department policy memos to Lead Agency staff and subcontractors. The Lead Agency point of contact will submit proposed policies and procedures for review and approval to the contract manager as the official point of contact. Department-approved Lead Agency policies and procedures shall be valid for the term of the contract, excluding any renewals. Neither party will deviate from practices and operations existing as of the effective date of this contract except by mutual agreement of the parties unless such practices and operations are superseded by subsequent law, rule, regulation, policy memo, CFOP or Department-approved Lead Agency policies and procedures.

- 1.5.1.2. The Lead Agency shall document the provision of all services in the child's master file in the Florida Safe Families Network (FSFN) as described in Chapter 39, F.S., consistent with Public Law (P.L.) 105-89; the Adoption and Safe Families Act (ASFA) performance standards; section 90.803(6), F.S.; and the Administration for Children and Families Program Instruction ACYF-CB-PI-09-01.

To the extent not inconsistent with the foregoing, the delineation of FSFN documentation responsibilities between the Lead Agency and Child Protective Investigators is to be negotiated within the Circuits. The President/CEO of the Lead Agency and the Department Northwest Regional Managing Director shall confer regarding the delineation of FSFN documentation responsibilities under the preceding sentence if the parties are unable to agree. The Department Assistant Secretary for Child Welfare or designee will make a final determination when the President/CEO of the Lead Agency and the Department Northwest Regional Managing Director are unable to reach consensus regarding the delineation of FSFN documentation responsibilities.

- 1.5.1.3. Furthermore, the Lead Agency shall comply with all activities related to information systems in accordance with the "Community-Based Care Information System Requirements" (dated 07/2015), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>. The Lead Agency shall ensure that FSFN is updated within two (2) working days for standard case work of any changes known to the Lead Agency or its Case Management Organizations to ensure FSFN contains the most accurate and complete data regarding child welfare casework. See CFOP 175-85 for the procedures for cases involving missing children and runaways. See CFOP 175-14 for the procedures for cases involving child victims of commercial sexual exploitation.
- 1.5.1.4. The Lead Agency and its subcontractors shall be responsible for ensuring that all approved mobile devices will at all times have appropriate security measures implemented to protect all data residing on the mobile device. The Lead Agency and its subcontractors may continue deployment and maintenance of mobile devices to support case management.
- 1.5.1.5. The Lead Agency shall ensure transportation of children to meet each child's safety, well-being, court attendance, and permanency needs. The Lead Agency shall comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this Contract will be used to support client transportation.
- 1.5.1.6. The Lead Agency shall ensure that the services identified in Section 1., Scope of Work, are provided in a family-driven, youth-guided, culturally and linguistically responsive, and integrated manner regardless of the county of origin. Out of County Services home studies shall be assigned within five (5) business days and completed within thirty (30) calendar days of assignment.
- 1.5.1.7. The Lead Agency shall comply with and perform defined activities to support the Department's Child Welfare Practice Model which incorporates Safety Methodology

constructs, and an risk assessment, and provision of formal safety management services which supports the safety and well-being of the families and children served by the Lead Agency and shall develop a plan to determine the feasibility of converting existing cases using safety methodology.

- 1.5.1.8. The Lead Agency and its subcontractors shall maximize the use of federally funded programs such as Medicaid, Supplemental Security Income (SSI), to accurately determine eligibility for Title IV-B and Title IV-E, CFOPs 175-59 and 175-71. Additionally, the Lead Agency and its subcontractors shall maintain client eligibility records according to the Department's records retention schedule and make them available in a timely manner for federal and state audits. The Lead Agency is responsible for training case managers, supervisors and revenue maximization staff on how to conduct eligibility for federal funding. Failure to earn appropriate funds may result in a corresponding reduction of the total amount paid under this Contract. The Lead Agency shall:
1. Develop and implement an annual monitoring plan that addresses oversight and accountability of accurate federal funding eligibility. The plan must provide for a mechanism to perform ongoing reviews for accuracy in federal funding eligibility requirements and documented in FSN Eligibility Module & Case Notes. The Lead Agency shall ensure that the plan includes a mechanism to provide ongoing training and technical assistance activities to comply with changing federal requirements. The plan shall be submitted to the contract manager for review prior to execution of the plan by the Lead Agency.
 2. Conduct an annual file review and document in the FSN note feature. Samples of cases shall be drawn from FSN identifying cases coded as eligible for each type of funding. Separate samples may be drawn as appropriate for IV-E Foster Care, IV-E Adoption Assistance, and TANF Adoption Subsidy. In general, a statistically valid sample at the 90%/10% confidence level/interval will be used. However, in order to assess the variability of practice, purposive samples may be drawn rather than pure random sampling. The Lead Agency shall compile and submit a monitoring summary report thirty (30) days following the review. The summary must include findings and recommendations for improvements. The summary shall be submitted to the contract manager for review before submission to The Office of Child Welfare.
- 1.5.1.9. The Lead Agency shall administer the fee collection process for clients under its care in accordance with the laws, rules and regulations specifically addressing the responsibilities of representative payee for social security funds paid on behalf of any child served under this Contract. This includes establishing a depository bank account and becoming the representative payee of the clients. Funds received will be assessed maintenance fees, in accordance with section 402.33, F.S., and those fees will be transferred to the Department within thirty (30) days of receipt. The Department shall return the applicable portion of the deposits made to the Operations and Maintenance Trust Fund of the Department, as appropriated by the Legislature to the Lead Agency under this Contract for services provided to the client(s) and subsequently invoiced to the Department. Funds in excess of the assessed fees to the client(s) will be retained in the Client Trust Fund and administered on behalf of the

client(s) by the Lead Agency as Representative Payee in accordance with the terms of this Contract.

- 1.5.1.10. The Lead Agency shall assume all responsibilities for administration of the personal property and funds of clients, as required by section 402.17, F.S., and Chapter 65C-17, F.A.C. FSFN shall be the official system of record for Trust Fund activity when the function is implemented. Department personnel or their designees upon request may review all records relating to this section. Any shortages of client funds that are attributable to the Lead Agency shall be repaid, plus applicable interest, within one (1) week of the determination. Any shortages that are not repaid in accordance with this section may be recovered by the Department by deducting the amounts owed from subsequent payments owed to the Lead Agency for services provided under this Contract. The Lead Agency and the Department mutually agree to develop a transition protocol prior to the Lead Agency's assuming of responsibility for any Client Trust Fund assets. The transition protocol shall not be implemented until written authorization is received from the Social Security Administration which establishes the Lead Agency as the Representative Payee for eligible clients served under this Contract.
- 1.5.1.11. The Lead Agency shall comply with any requirements imposed by an applicable court order or settlement related to lawsuits against the Department that affect services provided under this Contract. The Lead Agency shall be advised and consulted in advance by the Department regarding the status and potential settlement of any such suit, but the Lead Agency shall not have veto authority over any such settlement. If such compliance results in a verified increase in the cost of providing services under this Contract, and if additional funds are appropriated to the Department to offset that increase in cost, the Department agrees to negotiate a share of the appropriated funds to be added to the amount to be paid pursuant to this Contract for the year in which the funds are appropriated. If such compliance results in a verified increase in the cost of providing services under this Contract, and if no additional funds are appropriated to the Department to offset that increase in cost, the Lead Agency may seek additional available funds pursuant to section 409.990(7), F.S. As stated in section 1.4.2 of this Contract, the parties recognize that the Department retains ongoing responsibility and authority to facilitate funding for the scope and characteristics of foster care and related service programs in the State of Florida. Pursuant to section 409.988(1)(a), F.S., the Lead Agency acknowledges its capability and willingness to serve all children referred to it from the protective investigation and court systems, regardless of the level of funding by the State, provided all related funding is transferred.
- 1.5.1.12. The Lead Agency shall implement the Administrative and System Cost Reduction Plan set forth in Exhibit D as negotiated and agreed upon and redirect the resulting administrative and service cost savings and efficiencies into the service improvements and enhancements described in that plan. Annually, by October 1st, the Lead Agency shall review the Administrative and System Cost Reduction Plan set forth in Exhibit D and renegotiate as appropriate.

1.5.1.13. The Lead Agency shall submit a transition plan six (6) months prior to any contract ending date and will continue to meet with the Department and new contracted Lead Agency to develop a mutually agreed upon transition plan.

1.5.2. Coordination with Other Providers/Entities

1.5.2.1. The Department has executed statewide interagency or working agreements with the Agency for Persons with Disabilities (APD), Children's Medical Services (CMS), the Department of Juvenile Justice (DJJ), the Department of Health (DOH), the Agency for Health Care Administration (AHCA), the Department of Education (DOE) and any other government entity providing services to children in the child welfare system. The Lead Agency shall work in partnership with local agencies on the implementation and ongoing management of resulting local interagency or working agreements.

1.5.2.2. Upon the effective date of this Contract, the Lead Agency shall work with the Department's regional, circuit, or county staff to establish and take the lead on maintaining working agreements with other providers and, Department entities, to include but not be limited to those areas addressed in the statewide interagency agreements referenced above, local housing authorities, local work force initiatives, and other local organizations in order to fully implement the requirements of the CBC System of Care. Working agreements shall clarify roles and responsibilities, establish a shared vision, and promote integrated community support and services in order to improve outcomes for families involved in the child welfare system.

1.5.2.3. Upon the effective date of this Contract, the Lead Agency shall establish and maintain working agreements to include joint operating procedures with entities providing child protective investigations in counties served by the Lead Agency under this Contract. The Lead Agency shall amend working agreements as needed with entities providing Child Protective Investigations to clarify roles and responsibilities in accordance with the Department's Child Welfare Practice Model which incorporates Safety Methodology constructs, including a risk assessment.

1.5.2.4. Upon the effective date of this Contract, the Lead Agency shall work with the Department's regional staff to develop interagency working agreement(s) with Federally Qualified Health Care Centers or Rural Health Care Centers that are located in its area of operation. If the Lead Agency can show the Department's regional staff that they have an alternative plan in place that addresses all of the areas below, they may be exempted from this requirement. The agreements shall address at least the following areas where applicable: dental services for children and families; medical and behavioral health care services for children and parents, including for parents without health care insurance coverage; nursing case management and health care coordination; and supportive services, such as transportation.

1.5.2.5. The Lead Agency shall participate with the Department to develop and implement a working agreement with the Department's contracted Managing Entities within the Lead Agency's communities.

1.5.2.6. Upon the effective date of this Contract, the Lead Agency shall participate with the Department's regional staff to develop and/or maintain an agreement with the local

health plan to establish mutual protocols to address the needs of enrollees who are parents under investigation by the Department of Children and Families or Sheriff's Office for abuse or neglect, and who were referred to the Lead Agency, and parents who are receiving services from the Lead Agency. The agreement will address notification to the health plan regarding the parent's status and need for services in accordance with the requirements of Section 1.8.3.1.

- 1.5.2.7. The Lead Agency shall dedicate resources to the execution of, and work in conjunction with the Department on the implementation and ongoing management of local and state plans for the promotion of adoption, support of adoptive families, post adoption, and prevention of abuse, abandonment, and neglect of children as outlined in sections 39.001(9) and (10), F.S.
- 1.5.2.8. The Lead Agency shall dedicate resources to the execution of, and take the lead on, the implementation and ongoing management of local action plans for the early development and education of children and youth in out-of-home care. The goal of the local action plan is to improve the educational, employment and life skill outcomes for children and will address the need to identify any barriers that stand in the way of their doing well in school and work. The plan should also include assisting young children in school readiness, including access to quality child care, Early Head Start or Head Start, early childhood special education, Early Steps, and other early development and learning opportunities.
- 1.5.2.9. The Lead Agency shall participate in regional, local and community level task forces related to human trafficking, and shall ensure access to specialized service programs for minor victims of commercial exploitation, based on the victim's individual needs.
 1. Pursuant to s. 409.1754(1), F.S., each Lead Agency shall use the initial screening and assessment instruments developed or adopted by the Department of Children of Families to identify, determine the needs of, plan services for, and determine the appropriate placement for sexually exploited children. The Lead Agency also must comply with Department requirements for the use of the initial screening and assessment instruments and for the reporting of data collected through their use.
 2. Pursuant to s. 409.1754(2), F.S., each Lead Agency shall ensure that cases in which a child is alleged, suspected, or known to have been sexually exploited are assigned to case managers who have specialized intensive training in handling cases involving a sexually exploited child. The Lead Agency shall ensure that case managers receive this training before accepting a case involving a sexually exploited child.
 3. Each community-based care Lead Agency shall establish local protocols and procedures for working with sexually exploited children which are responsive to the individual circumstances of each child. The protocols and procedures shall take into account the varying types and the levels of trauma endured; whether the sexual exploitation is actively occurring, occurred in the past, or is inactive but likely to recur; and the differing community resources and degrees of familial support that are available. Case managers must use these protocols and procedures when working with a sexually exploited child.

4. The community-based care lead agencies shall participate in regular multidisciplinary staffings relating to services provided to sexually exploited children to ensure that all parties possess relevant information and services are coordinated across systems. These staffings shall include individuals involved in the child's care, including but not limited to, the child's guardian ad litem, juvenile justice system staff, school district staff, service providers, and victim advocates.

1.5.2.10. The Lead Agency shall work with the Department's regional criminal justice staff to establish and maintain working agreements with all local law enforcement agencies contained within the Lead Agency's service area. These working agreements shall clarify the roles, responsibilities, and information-sharing requirements as they relate to the reporting, investigation, and recovery of missing children. The Lead Agency will also ensure that it has provided and continually updates all law enforcement agencies contained within the Lead Agency's service area with twenty-four (24) hour Lead Agency contact information.

1.5.2.11. The Lead Agency shall be bound by and comply with and shall require its subcontractors to comply with the terms of Exhibit B - Children's Legal Services (CLS), attached hereto and made a part hereof, which shall govern the relationship of the parties relating to the interaction between the Lead Agency and its subcontractors and the Department through CLS.

1.5.3. Staff Development and Training

The Lead Agency is responsible for the training and development of its staff and shall require sub-contracted Case Management Organizations to conduct necessary and appropriate training and development of their staff.

1.5.3.1. To ensure that the state and federal funding requirements are maintained, and to ensure a highly qualified, well-trained workforce, the Lead Agency shall:

1. Operate a comprehensive staff development and training program that includes Department-approved pre-service training for newly hired staff and Department in-service for experienced staff. In-service training should be based on the Lead Agency's needs assessments and in response to emergent needs, including changes in law and policy. In addition, the staff development and training program must address findings from the following, in response to areas needing improvement: quality assurance reviews; contract oversight reviews; scorecards; federal Child and Family Services Reviews; and staff performance management trends and patterns.
2. Track all training activities in the FSFN training module for anyone who does or should have access to FSFN and, on the approved Quarterly Training Log as described in 1.5.3.1., 4, below.
 - a. The Lead Agency shall ensure that all Case Managers and Case Manager Supervisors enter all of their individual training in FSFN.
 - b. The Lead Agency shall ensure that the Training Manager and/or CFO or designee complete the approved quarterly training report.

3. Submit an annual Staff Development and Training Plan. The plan shall be submitted prior to execution of initial contract and annually thereafter by June 15th of each year for the upcoming fiscal year. The plan must be sent electronically to the contract manager and to the following email address: centersupport@usf.edu. The plan must be completed using the Annual Staff Development and Training Plan Template found at: <http://centerforchildwelfare.fmhi.usf.edu/horizontaltab/TrainingReports.shtml>.
 4. The Lead Agency shall complete a quarterly training expenditure report containing all classes offered during the reporting period. The Lead Agency shall obtain all training activities from subcontracted providers and compile into one (1) quarterly training report. (Note: The pre-service and in-service portion of the training allocation may be used to provide Department-approved courses that lead to the certification of child welfare professionals and to support any training activity that the provider has identified as necessary to improve the skills and performance of provider staff. The allocation is limited to training activities, but is not limited to training that is specifically tied to eligible Title IV-E administrative activities.) Reports must be sent electronically to the contract manager and to the following email address: centersupport@usf.edu. The reports are due no later than April 30, July 31, October 31 & January 31 (or the next business day) following the preceding quarter. Reports must be submitted in the Quarterly Training Template found at: <http://centerforchildwelfare.fmhi.usf.edu/horizontaltab/TrainingReports.shtml>.
 - a. To ensure training costs are being reported as required, each Community Based Care Lead Agency will comply with the "Title IV-E Training support Reimbursement Training Report Instructions" (dated 7/2014) and hereby incorporated by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/comununity-based-care/fy-2011fy-201112-general-documents-incorporated-reference>
 - b. The Lead Agency shall account for: (1) salaries, fringe benefits, travel, per diem, tuition, books and registration fees for title IV-E trainees in allowable short-term or long-term training (regardless of the duration of the training) for the time period the employee is actually participating in training. (2) Salaries, fringe benefits, travel and per diem for staff development personnel assigned to training functions to the extent time is spent performing such functions. (3) Salaries, fringe benefits, travel and per diem for experts outside the agency engaged to develop or conduct training programs. (4) Travel, per diem, tuition, book and registration fees for foster parents and other persons identified under section 474(a)(3)(B) of the Social Security Act in short-term training.(5) Costs of space, postage, training supplies, and purchase or development of training material.
- 1.5.3.2. The licensed out-of-home caregiver/adoptive parent training allocation may be used for a Department-approved licensed out-of-home caregiver preparation pre-service and in-service training, which the Department claims at an enhanced rate. Licensed out-of-home caregiver preparation pre-service training shall meet the requirement of sections 409.175 and 409.145(2)(c), F.S., and adhere to the Partnership Plan for

Children in Out-of-Home Care. Pre-service and in-service training shall include educational opportunities for out-of-home caregivers on decision-making related to the balance of normalcy for children in care and their safety, the responsibilities related to providing care for transitioning foster care youth, and all other educational opportunities related to enhancing out-of-home caregiver's ability to provide quality care. All training curricula provided to licensed out-of-home caregivers/adoptive parents must first be approved by the Department. The Department is responsible for submitting the approved curricula to the federal Agency for Children and Families (ACF) as part of the Department's Five-Year Plan prior to the provider requesting reimbursement for these expenditures.

- 1.5.3.3. The Lead Agency and each sub-contracted Case Management Organization must comply with certification for persons providing child welfare services, pursuant to section 402.40, F.S. It is the responsibility of the Lead Agency and each sub-contracted Case Management Organization to maintain the integrity of the training and certification process by establishing agency policies that require timely child welfare certification and renewal as a condition of employment for child welfare service employees. Each employing agency shall also establish policy to ensure immediate reporting of ethics violations.

1. All reporting of ethics violations complaints must be submitted in writing, on The Florida Certification Board (FCB) Ethics Complaint Form, within no more than 30 calendar days of becoming aware of the allegation. The FCB Ethics Complaint Form is maintained on the FCB's website at:
<http://flcertificationboard.org/assets/uploads/RE-Complaint-Form-Feb-2015.pdf> . A copy of the complaint form shall be forwarded to the Contract Manager.

1.5.4. Quality Assurance (QA) and Continuous Quality Improvement (CQI)

The Lead Agency is responsible for the quality of services provided directly by the Lead Agency and services provided by sub-contracted agencies and the direct service providers with which the Lead Agency has a direct contractual relationship. The Lead Agency shall:

- 1.5.4.1. Operate a comprehensive QA/CQI program to address oversight and accountability of the child welfare services continuum specifically addressing each task herein.
- 1.5.4.2. Ensure all quality assurance reviewers attend Department-sponsored quality assurance reviewer training within six (6) months of employment as a quality assurance reviewer. Ensure all quality assurance reviewers' complete modules 1-3 of the Child and Family Services Review (CFSR) web based training provided by the Children's Bureau. Training is accessible at <https://training.cfsrportal.org/>
- 1.5.4.3. Develop and implement an annual Quality Management Plan that follows statewide criteria as outlined in the most recent version of "Windows into Practice: Guidelines for Quality Assurance Reviews", which is incorporated herein by reference and available on the Quality Improvement page of University of South Florida's Center for the Advancement of Child Welfare Practice. The Quality Management Plan will:

1. Include quality assurance and quality improvement activities conducted by the Lead Agency and its subcontracted Case Management Organizations.
 2. Include documentation that the plan and any revisions have been approved. The annual plan must be approved by the regional contract manager prior to execution by the Lead Agency.
- 1.5.4.4. Comply with the most recent version of the Department's Windows into Practice: Guidelines for Quality Assurance Reviews in conducting quality assurance case reviews to fulfill the Department requirements defined therein. The Guidelines for completing case reviews will be updated as necessary and posted on the Quality Improvement page of University of South Florida's Center for the Advancement of Child Welfare Practice website at: <http://www.centerforchildwelfare.org/>
- Case reviews shall:
1. Be conducted for a minimum of [insert local number from the "Windows into Practice"] each quarter;
 2. Address the focus areas/standards/review items defined in the Guidelines; and
 3. Document findings by input into the Department's web-based systems portal at: <http://apps1.dcf.state.fl.us/WebSecurity/home.aspx> no later than the 10th day of the month following the review period.
- 1.5.4.5. Develop, implement and maintain a CQI process that informs child welfare practice, training and policies/procedures. The CQI activities will include a feedback component to ensure information is provided to case management providers and staff at all levels. The CQI system will utilize case review findings from the case reviews completed as defined in the most recent version of the Department's Windows into Practice: Guidelines for Quality Assurance Reviews, including Child and Family Service Reviews (CFSR), and other data sources, such as the federal and statewide data indicators and the CBC Scorecard to implement CQI activities.
- 1.5.4.6. Conduct in-depth Child and Family Service Reviews (CFSRs) as defined by the U.S. Administration for Children and Families (ACF) on a minimum of two (2) open cases each quarter. CFSR Reviews shall:
1. Be conducted using the CFSR Onsite Review Instrument, Instructions and Stakeholder Interview Guide.
 2. Be documented, including case specific stakeholder interviews each quarter, by inputting all quarterly case review findings data into the ACF's CFSR web-based On Site Review Instrument (OSRI) at <https://www.cfsrportal.org/> no later than October 10th, January 10th, April 10th, and July 10th for the preceding quarter. Exceptions are allowed during the formal CFSR six month case review period.
- 1.5.4.7. Attend quarterly meetings with the Department to collaborate on federal and state QA and CQI initiatives.
- 1.5.4.8. Participate in special reviews as deemed necessary by the Department.

1.5.4.9. Submit a Program Improvement Plan to address areas needing improvement, if required as the result of the federal Child and Family Services Review (CFSR), any other federal reviews or, as directed by the Department.

1.5.4.10. (CQI) Annual Reporting.

An annual report is due to be submitted to the Department within forty-five (45) days after the end of the state fiscal year. The annual report shall include an analysis of the practice trends from the Windows into Practice case reviews and the CFSR reviews. The report must provide an analysis and evaluation of performance trends in the areas of child safety, permanency, well-being, and supervisory consultations and oversight. The report shall also address findings from stakeholder interviews resulting from the CFSR reviews, training and workforce issues which impact the quality of services.

1.5.5. Licensing Tasks

The Lead Agency shall perform Licensing Tasks, including, but not limited to:

1.5.5.1 Compliance with licensing requirements as described in sections 409.175 and 409.145(2)(e), F.S., Chapter 65C-13, F.A.C., and 42 U.S.C. §671(a)(20)(B)(i)-(ii).

1.5.5.2 If the Lead Agency elects the Attestation Model for either initial or re-licensure or both, then the Lead Agency shall follow all provisions as outlined in Exhibit C. The Lead Agency will review and approve all initial and/or re-licensing packets for all of its subcontracted agencies responsible for recruitment licensure and supervision for the purpose of foster home licensing and make a recommendation to the Department to issue or deny an initial license, or renew, revoke or modify an existing license.

1.5.5.3 If the Lead Agency determines during the licensing process that a prospective family was previously licensed as a foster parent in Florida or in another state, a written request shall be made for a reference, copies of initial or ongoing licensing studies, closing summaries, information about any complaints made or concerns expressed regarding the prospective family's parenting ability, reason for closure, and the results of background screening. If the Lead Agency determines during the licensing process any prospective caregiver or any other adult household member has lived outside the State of Florida within the past 5 years, abuse registry checks must be requested for each state in which that prospective caregiver and any other adult household members have lived within the past 5 years. The initial written request and all follow-up procedures shall be documented in the licensing file.

1.5.5.4 With the approval of the Department, the Lead Agency may elect to license a family foster home which meets the criteria in the June 8, 2012, memorandum, entitled "Three-Year License for Family Foster Homes," pursuant to section 409.175(6)(j), F.S., and Rules 65C-13.028(4)(h) and 65C-13.031(5), F.A.C., and any Department-generated memorandum related thereto. The Department reserves the right to reduce a licensed period at any time, per Rule 65C-13.031(7), F.A.C.

1.5.5.5 Recommend that the Department issue or deny an initial license or renew, revoke or modify an existing license. The Lead Agency shall submit all required family foster home re-licensing supporting documentation, or foster home licensing attestation form, to the Department at least thirty (30) calendar days prior to the expiration date

of the current license. If the Lead Agency is unable to provide all required supporting documentation, or the foster home licensing attestation form, prior to the expiration of the license, the Department will immediately notify the Lead Agency, which shall immediately remove the children from the unlicensed home.

- 1.5.5.6 Conduct foster care referral reviews in PSFN and review incident reports from the incident reporting system that do not meet the legal definition of abuse, neglect or abandonment, but which reflect complaints about the conditions or circumstances within a foster home under contract with the Lead Agency; and review institutional abuse intakes for facilities under contract with and located within the Lead Agency's service delivery area that have children with active PSFN cases, as well as those institutional abuse intakes involving facilities where the Lead Agency is under contract with and has placed dependent children outside its service delivery area, and manage response or identified corrective action.
 - 1.5.5.7 Consult with the Department's regional licensing office prior to making a determination to revoke, suspend, or deny a license and shall provide sufficient information to support the recommendation, as required by Rule 65C-13.035, F.A.C.
 - 1.5.5.8 Provide copies of licensing records to the Department, within a mutually agreed upon reasonable time when requested.
 - 1.5.5.9 Develop a corrective action plan with the family foster home as required by 65C-13.0034(3) and (4), F.A.C. The plan shall be developed by the supervising agency in conjunction with the licensed out-of-home caregivers and shall be approved by the Regional Licensing Authority.
 - 1.5.5.10 Placements must be done in accordance with Rule 65C-13.025(2)(a), F.A.C., no conflict of interest exists that could result in preferential treatment concerning the placement and movement of children placed in the potential licensed family foster home. PSFN shall be the system of record for the licensing process from initial engagement of the family to tracking training and to manage the license.
- 1.5.6. Other Service System Tasks**
- 1.5.6.1 At the request of the Secretary of the Department or his/her designee, or the Regional Managing Director/Regional Family and Community Services Director/Community Development Administrator or his or her designee, the Lead Agency shall provide performance information or reports other than those required by this agreement to a single point of contact designated by the Department.
 - 1.5.6.2 The Lead Agency shall cooperate with the Department when a regulatory complaint about a licensed home or facility serving clients of the Lead Agency or one of its subcontractors results in an investigation.
 - 1.5.6.3 The Lead Agency shall meet with the Regional Managing Director/Regional Family and Community Services Director/Community Development Administrator and Community Alliance representatives' on a quarterly basis to provide a briefing on the status of its operation.

- 1.5.6.4 If conditions exist that could possibly interrupt service delivery, the Lead Agency shall notify the Department as soon as such condition is reasonably made known to the Lead Agency.
- 1.5.6.5 The Lead Agency will pay the cost of background screening for all Lead Agency employees, foster and adoptive parents, and relative and non-relative caregivers providing care for children for placements initiated by the Lead Agency as well as informal safety plan providers as a result of safety plan modification after case transfer. The Lead Agency will ensure its subcontractors pay the cost of background screening for their employees, foster and adoptive parents, and relative and non-relative caregivers providing care for children for placements initiated by the subcontractors. The Lead Agency will be responsible for ensuring all volunteers and mentors within the Lead Agency's service area who are working within the system of care under the direct control of the Lead Agency, to include subcontracted providers, are appropriately background screened.
- 1.5.6.6 The Lead Agency and its subcontracts shall comply with the Cost of Living Adjustment (COLA) in accordance with section 409.145(4), F.S.

1.6. Service Task List: Safety

1.6.1. Child Protection Tasks

The Lead Agency shall ensure the delivery of Child Protection Tasks, including, but not limited to:

- 1.6.1.1. Delivery of foster care and services based on a Trauma-sensitive individualized case plan developed pursuant to state and safety measurement standards, sections 39.6011, 39.6012, 39.6013, 39.602, and 39.603, F.S., and document all services in the child's FSN master file.
- 1.6.1.2. Initiate and manage services upon receipt of each case and document actions taken in relation to each specific service identified in the plan. Should case transfer information be incomplete, the Lead Agency shall not delay initiation of services while collecting the necessary information, and shall not refuse any case transfer recommendation and request.
- 1.6.1.3. Delivery of a coordinated response to requests from the Department or Sheriff's Office conducting child protective investigations related to its coordination of child safety issues with DJJ and APD. The Lead Agency recognizes that certain children, who are at risk of abuse or neglect, cross multiple systems of care and multiple state agencies. The Lead Agency shall immediately respond to requests to mitigate child abuse and neglect for this population.
- 1.6.1.4. The Lead Agency and the Department agree to develop a community process for responding to Parent Needs Assistance referrals that are not necessarily investigations but which require intervention and prevention services.
- 1.6.1.5. The Lead Agency shall assist the Department's Regional Licensing staff in their response to Foster Care referrals involving group homes and licensing agencies under contract with the Lead Agency or with programs where the Lead Agency has children placed. Responsibility for responding to Foster Care referrals involving

group homes and licensing agencies will be assigned to the Region.

1.6.2. Safety Management and Family Preservation Services

- 1.6.2.1. The Lead Agency shall provide Safety Services and Safety Management.
- 1.6.2.2. If, prior to the completion of the Family Functioning Assessment (FFA) - Investigation, the CPI identifies a need for a Present Danger Safety Plan or at the conclusion of the FFA the CPI identifies impending danger and the need for an Impending Danger Safety Plan, the Lead Agency will provide access to an array of formal Safety Services. The Lead Agency shall work cooperatively with the Department to implement the state's Child Welfare Practice Model which incorporates Safety Methodology constructs, and an including risk assessment. .
- 1.6.2.3. The Lead Agency shall be responsible for managing the Safety Plan after Case Transfer. The Lead Agency will ensure that the sufficiency of the current Safety Plan is continuously assessed to ensure that the safety plan is dependable, sufficient and reflects least intrusive, actions necessary to protect the child are in place and are consistent with the diminished caregiver protective capacities and identified danger threat(s).
- 1.6.2.4. If the safety actions required for the safety plan become insufficient to protect the child a safety plan conference will be held involving the parent when possible, members of the parent's resource network and other safety plan providers to modify the plan. CLS shall be included in any safety plan conference/staffing when the safety plan is part of a court order or judicial actions, including placement. When an FFA-Investigations results in an unsafe child determination, a case transfer staffing will be held. The purpose of the staffing is to transfer safety management and establish case management responsibilities for addressing the family conditions and dynamics that are resulting in danger for the child, including the child's need for permanency resolution and well-being. Case management services will include development of the FFA-Ongoing, Case Plan and Progress Updates. Progress Updates of family functioning at critical junctures and/or no less than every 90 days.
- 1.6.2.5. Safety Management shall be provided throughout the life of a case, during non-judicial or judicial case management for all children transferred who have been found to be unsafe as the result of a child protection investigation. Safety Plan Management shall be continued for children who have been reunified from an out-of-home safety plan.
- 1.6.2.6. The Lead Agency is responsible for working in partnership with the Department to fully implement and mutually operationalize the Child Welfare Practice Model. The safety methodology Practice Guidelines, published by the Office of Child Welfare outline the requirements for practice and can be found on the center's Website at: <http://centerforchildwelfare.fmhi.usf.edu/HorizontalTab/DeptOperatingProccedures.shtml>
- 1.6.2.7. The Lead Agency shall provide family support services when the FFA from investigations determines that a child or children are safe, but the risk level is high or very high, and recommends additional services to assist and strengthen the family to

prevent future maltreatment. These are services offered to and received voluntarily by the family and must be documented in FSFN.

1.7. Service Task List: Permanency

1.7.1. Adoption Services

The Lead Agency shall deliver Adoption Services, including, but not limited to:

- 1.7.1.1. Services designed to prepare children for adoption placement.
- 1.7.1.2. Recruitment and retention of adoptive families for children with special needs, and families that reflect the racial and ethnic diversity of children waiting for adoptive homes.
- 1.7.1.3. Registration and maintenance of information on the Adoption Information section of FSFN to include children waiting for adoption and approved adoptive families. In addition, Lead Agencies shall maintain Adoption Exchange website information on a continual basis.
- 1.7.1.4. Providing pre- and post-adoption support services to adoptive families using the Customer Service and Customer Support Protocols for Adoptive Services (dated 5/19/2010), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference> as guidelines, to include services leading to and after legal finalization of the adoption. Examples include assessment of the child and family for needed services and supervision of the child in the adoptive home; referral to appropriate medical, mental health and behavioral management services; services relevant to children with developmental disabilities, if applicable; and training and support group participation for the child and family. Within the limits of federal and state guidelines, the Lead Agency, acting as the provider of adoption services, is given the authority to create a binding contract with the adoptive parents when all parties have signed an adoption assistance agreement. The adoption assistance agreement is binding until the child reaches age 18, it is determined that the parent is no longer legally responsible for the child, or it is determined that the parent is no longer providing support to the child. The agreement cannot be altered unless the adoptive parents concur.
 1. If the Department or its contracted provider has responsibility for placement and care of the child, the Lead Agency in the county where the court has jurisdiction is responsible for the adoption assistance agreement and paying the adoption subsidy, even if the child is placed in an adoptive home in another county.
 2. If the Department or its contracted provider does not have responsibility for placement and care of the child, the Lead Agency in the adoptive parents' county of residence is responsible for determining whether the child meets the definition of special needs, entering into the adoption assistance agreement and paying the adoption subsidy.
- 1.7.1.5. Establishing designated staff responsible for developing and providing post-adoption services for families and ensuring communications are in place so that adoptive

parents and adopted children know how to access these services. Providing information about and services for families requesting post-adoption support services. Examples of post-adoption support services include, but are not limited to: short term case management; the provision of support groups for adoptive parents and their adopted children; training and educational opportunities for adoptive families; assistance with financial needs through medical subsidy; assistance with securing necessary mental health, behavioral, therapeutic and dental services relevant to children with developmental disabilities, if applicable; and medical services for the adopted child. These services shall be documented in the statewide automated child welfare information system, FSPN, as post-adoption services cases. When a child adopted from foster care becomes an adult and requests identity information from his/her closed adoption/foster care record, the "Guidelines for Release of Children's Records" (dated 10/1/2010), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference> must be followed. An adopted child who was never in foster care is able to obtain only the non-identifying information in his/her closed adoption record and should be referred to Florida's Adoption Reunion Registry for assistance. In addition, annual renewals for Adoption Assistance Medicaid shall be completed, as well as the necessary interstate forms to establish Florida Medicaid for adoptive families that have moved to Florida with an adopted child who is receiving adoption assistance from another state.

- 1.7.1.6. Collecting, redacting (as necessary) and making available for the purposes of adoption, no later than at the time of the child's placement with the prospective adoptive parents, all documentation and information to fully disclose the history of each child to be adopted as required by law to the prospective adoptive parents as required by section 63.085, F.S., and Rule 65C-16.002, F.A.C., and ensure that the prospective adoptive parents complete and sign DCF Disclosure Form 5328, which is incorporated herein by reference.
- 1.7.1.7. The Department will work with the Lead Agency to develop its own operational procedures to include additional disclosure of information and the timing of that disclosure for prospective adoptive parents. The Lead Agency policies concerning disclosure and the timing of disclosure shall be reviewed and approved by the Department.

1.7.2. Placement Services

The Lead Agency shall deliver Placement Services, including, but not limited to:

- 1.7.2.1. Supervision and placement of children, twenty-four (24) hours a day, seven (7) days per week, including holidays.
- 1.7.2.2. Family foster homes shall be licensed in accordance with section 409.175, F.S., and Chapter 65C-13, F.A.C.
- 1.7.2.3. Achieve and maintain licensure by the Department as a child-placing agency in accordance with Chapter 409, F.S. Ensure subcontractors are licensed as a child-placing agency, if performing Title IV-E reimbursable services, or if required

pursuant to Florida law.

- 1.7.2.4. Ensure the provision of the Medicaid Child Health Check-Up (CHCU), in accordance with Section 1.8.3.1. for children under the supervision of the Lead Agency.
- 1.7.2.5. Secure, approve, and review all relative and nonrelative-placements under the Lead Agency's supervision in accordance with 65C-38.002, F.A.C. If placement with a relative or non-relative, the Lead Agency shall comply with section 39.5085, F.S., Relative Caregiver Program. Placement of children should adhere to federal requirements for least intrusive, best interest of the child, least disruptive placement with priority preference given to closest blood relative or adoptive relative (parents, siblings, grandparents, etc.). A home study must be completed and approved prior to placement of the child with anyone, whether a parent, prospective parent, relative or non-relative, in accordance with Chapter 39, F.S.

In the event the Lead Agency exercises the authority to deny any home the opportunity to provide out-of-home care to any child served under this Contract, justification to support that decision must be thoroughly documented and maintained in PSFN.

- 1.7.2.6. Coordinate and collaborate with the Department's Interstate Compact on the Placement of Children office when working with children who are placed out of state or children who are being placed from another state. The Lead Agency shall comply with the Safe and Timely Interstate Placement of Foster Children Act of 2006 (Public Law (P.L.) 109-239), CFOP 175-54, Interstate Compact on the Placement of Children, CFOP 175-55, Priority Placement under the Interstate Compact on the Placement of Children, and CFOP 175-97, and the Interstate Compact on Adoption and Medical Assistance in carrying out these activities. The Lead Agency agrees to comply with future Interstate Compacts executed by Florida.
- 1.7.2.7. Follow "Guidelines for Release of Children's Records" (dated 10/1/2010) which is incorporated herein by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference> when there is a written or verbal request for information from records from a child currently or formerly in foster care.

1.8. Service Task List: Well-Being

1.8.1. Life Skills Development Services

The Lead Agency shall develop and implement an educational action plan (early learning, school readiness, life skills development, high school graduation, post-secondary education, and employment) through the following actions: Services designed to best prepare children for school with an emphasis on high school graduation, postsecondary education, and employment.

- 1.8.1.1. Stability of children in their same school if reasonably possible, unless it is not in the best interests of the child.
- 1.8.1.2. Readiness of children to learn when entering school.
- 1.8.1.3. Promote, encourage and facilitate full participation in extracurricular activities if

youth desires.

- 1.8.1.4. Collaborate with School Districts and individual schools to minimize delay in enrollment, delay in records transfer, loss of credits, truancy, disciplinary actions, school dropout, etc.
 - 1.8.1.5. Support active student involvement in their educational planning.
 - 1.8.1.6. Provide at each Judicial Review, information on the child's educational progress as well as reasons for school change as appropriate.
 - 1.8.1.7. Collaborate with childcare centers and schools to promote a successful transition from childcare setting to school setting.
 - 1.8.1.8. Create, implement and monitor compliance with all transition plans.
- 1.8.2. Independent Living**
- 1.8.2.1. The Lead Agency shall provide Extended Foster Care and Road to Independence services to eligible young adults as described in sections 39.6251 and 409.1451, F.S. Eligible young adults shall receive Extended Foster Care and Road to Independence services within funds available through this Contract, including funds identified to be spent on Extended Foster Care and Road to Independence and other funds that could be identified to be spent on these services. The Lead Agency is prohibited from providing both Postsecondary Education Services and Support (PESS) and Aftercare Services to young adults during the same time period. The Lead Agency is prohibited from providing Extended Foster Care Services and PESS to young adults during the same time period as Aftercare Services. The Lead Agency is prohibited from providing both a grandfathered Road to Independence stipend, pursuant to section 409.1451, F.S., and Aftercare Services to young adults during the same time period.
 - 1.8.2.2. The following is provided as a guide for Extended Foster Care and Road to Independence budget management practices to be implemented by the Lead Agency:

Based on the availability of funds, the Lead Agency shall manage funding provided by the Department to provide Extended Foster Care and Road to Independence services. Availability of funds shall include funds that have been appropriated by the Florida Legislature to the Department for the current state fiscal year, which fall under the direction of child welfare services. Availability of funds shall also include unexpended state funds from previous state fiscal years that had been appropriated by the Legislature to the Department and which fell under the direction of child welfare services.
- 1.8.3. Health Services**
- The Lead Agency is responsible for ongoing oversight and coordination of health care services, including, but not limited to, medical, dental, psychiatric, behavioral, and emotional needs, for children in licensed and unlicensed out-of-home care.
- 1.8.3.1 The Lead Agency shall work with the Department in developing an approach to ensure compliance with the Health Care Services outlined in Section 422(b)(15)(A) of the Social Security Act and P.L. 112-34. Provision of health care services shall comply with the requirements of all laws, rules and regulations, including, but not limited to

Chapter VIII of The Health Care Oversight and Coordination Plan within the Child and Family Services Plan (CFSP) 2015-2019 (located at: <http://centerforchildwelfare.fmhi.usf.edu/Publications/ChildFamilyServicesPlan.shtml>), Rules 65C-14.014 through 65C-14.017, Rule 65C-14.041, Rule 65C-14.043(i)(f), Rule 65C-14.052, Rule 65C-28.003, and Chapters 65C-29 and 65C-30, F.A.C. . The Lead Agency shall work with the Department's regional staff to dedicate resources to the coordination of the provision of health care services. The Lead Agency shall be responsible for the ongoing case management to coordinate access of the health care services for children in out-of-home care within the geographical service area described in section 1.1, involving those clients identified in section 1.2.

1.8.3.2 Children's Mental Health Child Welfare Wraparound Funding. The Lead Agency shall deliver children's mental health services with funds identified in Attachment II of this Contract for this purpose.

1. These funds, Purchase of Therapeutic Services for Children (100806), shall be used to provide non-Medicaid reimbursable wraparound services to children with severe emotional disturbance utilizing a team planning model inclusive of the child (as applicable when therapeutically appropriate) and his/her identified natural supports, as defined pursuant to Section 1912 (c) of the Public Health Services Act, as amended by P.L. 102-321.
2. These children are victims of abuse or neglect and are in out-of-home care, or are at high risk for placement in out-of-home care. These services must be identified in the mental health treatment or care plan for the child or the service plan for the child as defined in section 394.496, F.S., or the case plan for the child as described in sections 39.6011 and 39.6012, F.S.
3. Any funds unexpended during any fiscal year from this fund source must be returned to the Department. To ensure the Purchase of Therapeutic Services for Children (100806) funds are being spent as required, each Community Based Care Lead Agency will comply with the "Guidance Document for Use of 100806 Funds (Purchase of Therapeutic Services for Children)" (dated 6/2015 and hereby incorporated by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>, and submit semi-annual expenditure reports to the Department contract manager for the 100806 funds expended during the state fiscal year.
4. A "Therapeutic Services for Children Purchases (100806 Funds) Bi-Annual Report" (dated 2/2015) is due August 31 and January 31 (or next business day).

1.9. Service Task List: Administrative

1.9.1. Staffing Requirements

- 1.9.1.1. The Lead Agency and its subcontractors shall continuously ensure an adequate number of qualified and trained staff is available to provide the services stipulated in this Contract.

- 1.9.1.2. The Lead Agency shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meet the qualification, screening and training/certification requirements as required by Chapters 65C-14 and/or 65C-15, F.A.C., sections 435.04, 402.40, 402.731, 409.145(2)(e) and 491.012, F.S., and 42 U.S.C. §671(a)(20)(B)(i)-(ii). Certain persons may be disqualified from Lead Agency or subcontractor employment or volunteer work as provided below:
- a. If the Lead Agency or a subcontractor becomes aware that an employee or volunteer has been arrested for a disqualifying offense, the employer must remove the employee or volunteer from contact with any vulnerable person that places the employee in a role that requires background screening until the arrest is resolved in a way that the employer determines that the employee is still eligible for employment under Chapter 435, F.S.
 - b. The Lead Agency or subcontractor must either terminate the employment of any of its personnel, or terminate the use of a volunteer found by background screening to be in noncompliance with the minimum standards of Chapter 435, F.S., for good moral character contained in section 435.06, F.S., or place the employee or volunteer in a position for which background screening is not required unless the employee or volunteer is granted an exemption from disqualification pursuant to section 435.07, F.S.
- 1.9.1.3. The Lead Agency agrees to ensure delivery of child welfare pre-service and any required in-service training to professional staff in accordance with section 402.40, F.S., Child Welfare Training and Certification. The Lead Agency shall not knowingly engage any current or former employee of the Department where such employment conflicts with section 112.3185, F.S.

The Lead Agency or its subcontractor shall conduct a reference check of any current or former Department or any Lead Agency or subcontractor employee who applies and is being considered for employment, prior to the appointment of the individual. The reference check will be documented in writing and maintained in the employee's personnel file. The Department will not give a neutral reference, and the Lead Agency will not accept a neutral reference, for any current or former employee of the Department seeking employment with the Lead Agency or its subcontractor.

1.9.2. Staffing Changes

The Lead Agency shall submit written notice to the Department's contract manager in case of a vacancy in the Chief Executive Officer (CEO), Chief Operating Officer (COO), Chief Financial Officer (CFO), and/or Executive Director (ED). The notification shall identify the person(s) assuming the responsibilities of that position during the vacancy. When the CEO, COO, CFO and/or ED position is filled, the Lead Agency shall notify the Department in writing of the identity and qualifications of the new CEO, COO, CFO and/or ED. The Lead Agency shall ensure that the Department has a current listing of staff and sub-contracted staff who are providing child welfare services and who are subject to Child Protection Certification requirements pursuant to section 402.40, F.S., and Chapter 65C, F.A.C. The Lead Agency shall provide names, position title and contact information clearly showing any changes in staff to allow the Department to monitor and

ensure that all staff, regardless of employer, is meeting the state requirements as stated in section 402.40, F.S.

1.9.3. Subcontracting

1.9.3.1. The Lead Agency may subcontract for services unless specifically prohibited in this Contract. The Lead Agency is not required to obtain subcontract approval as required under Section 8.c. of the Standard Contract unless any of the following conditions apply:

1. The person or entity is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last five (5) years;
2. The person or entity is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on his or her ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects his or her ability to properly handle public funds;
3. The person or entity is currently involved, or has been involved within the last five (5) years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the Department, the state or its subdivisions, or a federal entity providing funds to the Department;
4. The person or entity has had a contract terminated by the Department for a failure to satisfactorily perform or for cause; or
5. The person or entity has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice.

If any of the conditions above are applicable, the Lead Agency must obtain written approval from the Department prior to entering into the subcontract. In order to comply with this requirement, the Lead Agency shall require all proposed subcontracted providers to provide assurances, in a notarized affidavit, that the conditions above do not exist. At any time the Lead Agency becomes aware of disqualifying conditions, it shall disclose this information to the Department. Both parties agree to take appropriate action.

1.9.3.2. The Lead Agency shall conduct a detailed cost analysis for all subcontracts in excess of \$150,000.00. In addition, at the Department's request, the Lead Agency shall conduct a detailed cost analysis for named subcontractors. The Lead Agency shall conduct competitive procurement for subcontracted services in accordance with the Lead Agency's established and Department-approved procurement operating procedures. The Lead Agency shall ensure procurement policies and procedures are current and at a minimum, shall be reviewed at least annually for compliance.

1.9.3.3. The Lead Agency shall include in all appropriate subcontract agreements a detailed scope of work; clear and specific deliverables; performance standards; financial

consequences for failure to perform in accordance with the contract; programmatic monitoring requirements; fiscal monitoring requirements; and detailed documentation requirements. The Lead Agency shall ensure that any performance-related payment provisions in its subcontracts relate to the Performance Measures in Section 2.1. The Lead Agency shall require any subcontractors providing case management services to participate in the statewide quality management system.

1.9.3.4. The Lead Agency's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds to its assigned OCA per the approved "Cost Allocation Plan", which is incorporated herein by reference and is maintained on the Department's website. In addition, Lead Agency's shall ensure any reconciliation between funds dispersed by OCA to actual expenditures by OCA are reported, at least quarterly, to the "CBC Monthly Actual Expenditure Report", which is incorporated herein by reference and is maintained on the Department's website.

1.9.3.5. The Lead Agency shall administer subcontracting activities in accordance with the most current version of the "Community Based Care (CBC) Subcontracting Guidelines," (dated 10/26/2012) developed and distributed by the Florida Coalition for Children, which is incorporated by reference, and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>, unless the Lead Agency has developed its own guidelines which have been approved by the Department.

1.9.4. **Equipment**

The Lead Agency shall comply with requirements related to the nonexpendable property obtained or transferred for services under this contract as addressed in the "Lead Agency Tangible Personal Property Requirements" (dated 4/01/09), which is incorporated herein by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>. All information shall be reported to the Department as required in Exhibit A - Reports.

2. **PERFORMANCE SPECIFICATIONS**

By execution of this Contract, the Lead Agency hereby acknowledges and agrees that its performance under this Contract must meet the measures set forth below, as well as all applicable state laws and rules and federal laws and rules, and will be bound by the conditions set forth in this Contract. Per section 409.996(1)(b), F.S., the Department will provide for graduated penalties for failure to comply with contract terms. Such penalties may include financial penalties, enhanced monitoring and reporting, corrective action plans, and early termination of contracts or other appropriate action to ensure contract compliance. The financial penalties shall require the Lead Agency to reallocate funds from administrative costs to direct care for children.

2.1 Performance Measures

The Lead Agency shall be required to meet performance measures listed below whether services are performed directly or performed by a subcontractor. The term "performance measure" refers to the numerical level of achievement stated as a percentage, ratio or count. The Lead Agency shall demonstrate progress throughout the state fiscal year and will be required to be functioning in compliance with each performance measure.

Nothing in this section shall be interpreted to mean the measures below are the only measures for which the Lead Agency shall be responsible. The Department reserves the right to modify or add any performance measures which are required by federal and state funding sources to comply with federal and state requirements.

Any modifications or additions will only be accomplished through formal amendment to this contract.

- 2.1.1 If the Lead Agency fails to meet the following measures, the Department, at its exclusive option, may allow up to six (6) months for the Lead Agency to achieve compliance with the measures. In addition, or in the alternative, the Department may implement the "Community-Based Care Progressive Intervention and Program Improvement" (dated 05/10/2011), incorporated by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference> at any time that the Lead Agency fails to demonstrate satisfactory progress in areas of noncompliance. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be demonstrated by the Lead Agency to the Department's satisfaction, the Department must cancel this Contract with the Lead Agency. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department. If the Lead Agency can prove to the satisfaction of the Department that the Performance Measures were not met due to extenuating circumstances outside of the Lead Agency's control, then the deficiency will not be adversely factored into the numerical level of achievement for such performance measure(s).

2.1.2 Corrective Action Plans

If the Lead Agency fails to meet the required performance measures, the Department, at its exclusive option, may create and implement a Corrective Action Plan. The Corrective Action Plan will be issued by the contract manager (CM) in a written letter addressed to the Lead Agency's CM. The letter will outline all of the documented deficiencies in performance measures, the timetable to correct the deficiencies (not to exceed 6 months), and establish a schedule for reporting the progress towards correcting the deficiencies. Receipt and agreement to the terms of the Corrective Action Plan must be received in a written response to the CM for the Department within 30 days of the issuance of the Corrective Action Plan or the Corrective Action Plan will be voided and financial consequences will be applied. All communications regarding the Corrective Action Plan will flow between the CM for the Department and the CM for the Lead Agency. If the performance measures are not corrected within the allotted time frame, the Department will apply the financial consequences as provided in this agreement.

| Ref# | Measure Description | Standard | Frequency of Measurement |
|------|---|-----------------|---|
| 1 | Rate of abuse or neglect per day while in foster care. | 8.50 or less | Rolling twelve (12) month period ending two (2) months prior to the end of the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. (e.g., 8/1/2017 to 7/31/2018 for the September 2018 report). |
| 2 | Number of children with finalized adoptions between July 1, 2015 and June 30, 2016. | TBD | Quarterly: Performance through the end of the month prior to the report month. Fiscal Year to Date: Same as monthly. |
| 3 | Percentage of children under supervision who are seen every thirty (30) days. | ≥99.5% | Quarterly: Three (3) month period immediately prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. (e.g., 7/1/2017 to 9/30/2018 for the December 2018 report). |
| 4 | Children exiting foster care to a permanent home within twelve (12) months of entering care. | ≥40.5% | Quarterly: For the 3 month period ending 12 months prior to report month Fiscal Year to Date: (e.g., 7/1/2017 to 9/30/2017 for the July to September 2018 report). |
| 5 | Children who do not re-enter foster care within twelve (12) months of moving to a permanent home. | ≥91.7% | Quarterly: For the 3 month period ending 24 months prior to report month (e.g., 7/1/2017 to 9/30/2018 for the September 2018 report). |
| 6 | Children's placement moves per 1,000 days in foster care. | 4.12 or less | Quarterly: Rolling twelve (12) month period ending as of the end of the month prior to the report month. Fiscal Year to Date: July 1st of prior fiscal year through end of the month to the report month. (e.g., 7/1/2017 to |

| Ref# | Measure Description | Standard | Frequency of Measurement |
|------|--|----------|---|
| | | | 8/31/2018 for the September 2018 report). |
| 7 | Percent of children in out-of-home care who have received medical services in the last twelve (12) months. | ≥95.0% | Quarterly: As of the last day of the month ending prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. |
| 8 | Percent of children in out-of-home care who received dental services within the last seven (7) months. | ≥95.0% | Quarterly: As of the last day of the month ending prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. |
| 9 | Percent of young adults in foster care at age 18 that have completed or are enrolled in secondary education. | 80% | Quarterly: Rolling twelve (12) month period through the end of the month prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. (e.g., 10/1/2017 to 9/30/2018 for the September 2018 report). |

2.2 Performance Evaluation Methodology

The performance evaluation methodology for statewide measures is described in the "Community-Based Care Performance Measures Methodology Document," which is incorporated herein by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>.

2.3 Pursuant to section 409.988(k), F.S., by the 15th day of each month, the Lead Agency shall post on its website at a minimum the information below for the preceding calendar month regarding its case management services. The following information shall be reported by each individual subcontracted case management provider, by the lead agency, if the lead agency provides case management services, and in total for all case management services subcontracted or directly provided by the lead agency:

1. The average caseload of case managers, including only filled positions;
2. The turnover rate for case managers and case management supervisors for the previous 12 months;
3. The percentage of required home visits completed; and

4. Performance on outcome measures required pursuant to s.409.997, F.S., for the previous 12 months.

3. DELIVERABLES

3.1 Service Units

A service unit is one month of all system of care related services to all eligible children and their families, as described in Sections 1.5 through 1.9, performed in accordance therewith. Any disputes regarding the completion of contract deliverables are subject to the provisions of Section 5.2., Dispute Resolution.

3.2 Records and Documentation

The Lead Agency shall maintain sufficient documentation to provide evidence of service delivery. Records and documentation must be developed and maintained in accordance with this Contract and provisions of state and federal laws.

3.3 Reports

The list of the reports to be completed by the Lead Agency, including the time frame for their final due dates, frequency and format are all specified in Exhibit A, Reports.

3.4 Department Determinations

The Department has the sole right to assess and determine the completeness and acceptability of services, reports and fiscal records according to the terms and conditions of this Contract.

4. METHOD OF PAYMENT

4.1 Payment Clause

4.1.1 This is an advance fixed price, fixed payment contract comprised of Federal sources and a grant of state funds. Pursuant to section 409.990(1), F.S., the method of payment provides for a 2-month advance payment at the beginning of each fiscal year and equal monthly payments thereafter. The Department shall pay the Lead Agency for the delivery of service units provided in accordance with the terms of this Contract for a total dollar amount not to exceed \$ _____, subject to the availability of funds. The Schedule of Funds is the document that identifies the amount of the Federal and grant sources. At the beginning of each fiscal year, the Schedule of Funds will be amended into this Contract, and the total contract amount will be adjusted accordingly. The Schedule of Funds is attached as follows:

| | |
|------------------------------------|--------|
| Attachment II-A, Fiscal Year 17-18 | \$ TBD |
| Attachment II-B, Fiscal Year 18-19 | \$ TBD |
| Attachment II-C, Fiscal Year 19-20 | \$ TBD |
| Attachment II-D, Fiscal Year 20-21 | \$ TBD |
| Attachment II-E, Fiscal Year 21-22 | \$ TBD |

| Service Unit | Fixed Payment | # of Units | Total Amount |
|---|---------------|------------|--------------|
| One Month of Child Welfare and Related Services (7/01/17 - 6/30/18) | TBD | 12 | TBD |
| One Month of Child Welfare and Related Services (7/01/18 - 6/30/19) | TBD | 12 | TBD |
| One Month of Child Welfare and Related Services (7/01/19 - 6/30/20) | TBD | 12 | TBD |
| One Month of Child Welfare and Related Services (7/01/20 - 6/30/21) | TBD | 12 | TBD |
| One Month of Child Welfare and Related Services (7/01/21 - 6/30/22) | TBD | 12 | TBD |

These amounts are subject to increase, via contract amendment, according to the terms specified in Section 4.4., Renegotiation. The Lead Agency is responsible for documenting Federal earnings, and Federal earnings not documented shall be returned to the Department. The Lead Agency understands that a number of federal sources are capped and their amounts may not be increased and that costs in excess of the funding provided must be paid from either state funds or other outside funding sources. The Lead Agency's annual contract amount may be increased by excess federal earnings in accordance with the provisions of section 216.181(11), F.S.

This Contract is funded by Appropriation Line Items for G/A Child Protection, G/A Community Based Care and 100806 Special Categories - Purchase of Therapeutic Services for Children. Specific Appropriation Line Item numbers change from year to year per the legislative budget, therefore the Contract Manager will provide specific Appropriation Line Item numbers for each fiscal year of the agreement as they are published.

4.1.2 Advance Payments

- 4.1.2.1 Advance payments shall be equal to 1/12th of the current fiscal year contract value or, in the event that the fiscal year contract value is changed during the year, the advance will be equal to the fiscal year contract amount not yet paid divided by the remaining months to be paid.
- 4.1.2.2 Advances may be requested prior to each month of service for the entire term of this Contract, subject to invoice requirements described below. Surplus advanced funds shall be temporarily invested by the Lead Agency in an insured account or an interest bearing account. In accordance with section 216.181(16)(b), F.S., any interest earned on advanced funds shall be returned to the Department periodically or at the end of the contract term including the time period of any renewals no later than forty-five (45) days after the end of this Contract. Any interest earnings must be documented on

an "Interest Earned Quarterly Report", which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments>, and submitted to the Department with the monthly invoice following the quarter.

- 4.1.2.3 The Lead Agency shall submit all advance payment requests no later than the 20th day of the month prior to the month of service.

4.2 Cost Reimbursement

Costs incurred by the Lead Agency will be reimbursed by contract funds under the following conditions:

- 4.2.1 All costs incurred by the Lead Agency in the provision of foster care and related services must be of a type authorized by this Contract, allowable in nature under Federal standards and state law, allocable to this Contract, reasonable in amount and prudently incurred in the performance of services under this Contract. Reimbursement shall not be made for any cost resulting from any imprudent or negligent act or omission of the Lead Agency, its agents, employees or subcontractors. Payment of severance due to separation of employment or settlement of employment disputes is limited as described in section 215.425, F.S., and subject to reasonably and prudently incurred cost principles. Reimbursement remains subject to any contract terms relating to performance and other conditions affecting compensation.
- 4.2.2 The Lead Agency will receive payment of a reasonable administrative cost in addition to funding for the provision of foster care and related services, which shall be limited to recurring costs normally and prudently incurred in the ordinary course of operations in the delivery of services under this Contract.

4.3 Invoice Requirements

- 4.3.1 The Lead Agency shall request payment monthly through the submission of a properly completed invoice. The invoice shall be on the Lead Agency's letterhead and shall be in the format described in the "CBC Invoice," which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments>. In addition, the following documentation is required, with each submission of an invoice; unless an exception is specified in Exhibit A- Reports:
- 4.3.1.1 Prior Month "CBC Monthly Actual Expenditure Report," which is incorporated herein by reference and is maintained on the Department's website, except the June Monthly Actual Expenditure Report that shall be submitted with the "CBC Final Expenditure Report," which is incorporated herein by reference and is maintained on the Department's website. The "CBC Final Expenditure Report" for the prior fiscal year shall be submitted on the date of the payment request for September of each fiscal year.
- 4.3.1.2 "Promoting Safe and Stable Families (PSSP) Monthly Match Funds Reports," which is incorporated herein by reference and is maintained on the Department's website.

- 4.3.1.3 "Child Access and Visitation Grant Monthly Match Funds Report," which is incorporated herein by reference and is maintained on the Department's website.
- 4.3.1.4 FSN-generated Other Cost Accumulator (OCA) Roll-Up Report and Reconciliation (payment detail) Reports, in the forms of Adobe/ Acrobat (.pdf) and exported as a Comma-Separated Value (.csv) and converted to Excel format.
- 4.3.1.5 A reconciliation between the amounts reported by the Lead Agency on the CBC Monthly Actual Expenditure Report and the OCA Roll Up Report where a difference in total by OCA is identified. The reconciliation must identify specific payments and the resolution to each payment that contributes to the difference between the two reports. The reconciliation shall be completed on the "FSN to CBC Monthly Expenditure Report Reconciliation Template", which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments>
- 4.3.1.6 Failure to submit required documentation shall cause payment to be delayed until such documentation is received. The Lead Agency will submit required budget and expenditure reports through the web-based application.

4.3.2 Budget Design and Earning Requirements

- 4.3.2.1 The Lead Agency shall develop and submit a Cost Allocation Plan (CAP) to the Department for approval in accordance with 45 Code of Federal Regulation (CFR) Part 95 Subpart E. The CAP must be structured in accordance with the approved CAP Template, which is incorporated herein by reference and maintained on the Department's website. Any amendments to the approved CAP must be approved in writing by the Department prior to implementation. Any changes necessary to conform to federal or state legislative initiatives do not need prior approval; however, if such changes affect the manner in which costs are identified for the Lead Agency, a revised CAP must be submitted within forty-five (45) days from the day in which the Lead Agency was notified of such changes. If there is no need for the Lead Agency to submit a revised CAP or amendment by the end of each State Fiscal Year, the Lead Agency shall submit an annual statement to the Department certifying that the current approved CAP is still valid. This statement shall be submitted no later than July 31 of the new State Fiscal Year. Failure to submit a CAP by the referenced due dates will result in no further payments being made until the Department receives and approves the CAP. The CAP plan must:
 1. Describe the procedures used to identify, measure and allocate all costs to each of the specific programs/services operated or supervised by the Lead Agency.
 2. Conform to the accounting principles and standards prescribed in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards prescribed in Title 2 of the Code of Federal Regulations and is known as the Uniform Grant Guidance.
 3. Be promptly amended, submitted and approved by the Department if any of the following events occur:

1. The procedures shown in the existing CAP become outdated because of organizational changes, changes in Federal law or regulations, or significant changes in program levels, affecting the validity of the approved CAP procedures.
 2. The Lead Agency or Department discovers a material defect in the CAP.
 3. Any changes to the allocation basis or procedures in the approved CAP.
- 4.3.2.2 The Lead Agency is responsible for documenting federal earnings. Federal earnings not documented shall be returned to the Department at the end of each state fiscal year. The reconciliation of federal amounts owed at the end of the state fiscal year shall be submitted by the date of the payment request for September following the instructions in the "CBC Final Expenditure Report Description," which is incorporated herein by reference and is maintained on the Department's website, using the format contained in the "CBC Final Expenditure Report."
- 4.3.2.3 The Lead Agency is responsible for documenting state earnings for the state funds in the Independent Living Program and Maintenance Adoption Subsidies. Earnings not documented shall be returned to the Department at the end of each state fiscal year. The reconciliation of state amounts owed at the end of the state fiscal year shall be submitted by the date of the payment request for September following the instructions in the "CBC Final Expenditure Report Description," which is incorporated herein by reference and is maintained on the Department's website, using the format contained in the "CBC Final Expenditure Report."
- 4.3.2.4 The budgeted amount for Section 4.1.1 must be equivalent to the amount identified in the Schedule of Funds (Attachment II), "Planned Uses of State Funds Carried Forward," which is incorporated herein by reference and is maintained on the Department's website, is due within thirty (30) days after receiving confirmation from the Department, of the approved balance of state funds carried forward from prior fiscal years.
- 4.3.2.5 The Lead Agency may carry forward documented unexpended state funds from one fiscal year to the next pursuant to section 409.990(5), F.S., and may expend such funds as provided therein. Following the end of any State Fiscal Year, the Department will identify the amount of unexpended state funds. The Lead Agency will document any unexpended state funds from the prior fiscal year and submit a State Funds Carry Forward Report, which is incorporated herein by reference and is maintained on the Department's website, as a supplement to the CBC Monthly Actual Expenditure Report to account for those expenditures when requesting payment. The submission of this report is not required if there are no unexpended state funds, or after any identified carry forward state funds have been fully expended.
- 4.3.2.6 A new "CBC Annual Budget by Service Category" form must be submitted by the date for the next payment request following any amendment that revises the Schedule of Funds (Attachment II) or as requested by the Department. The format is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments>. Any revisions made to the "CBC Annual Budget by Service Category"

shall be subject to Department approval. The Department will review and provide any comments within fifteen (15) days of submission. Any budget revisions as required by the Department are to be submitted to the Department's contract manager within ten (10) days of receipt of the Department's comments. Failure to submit an adjusted budget by the date for the next payment following an executed amendment that revises the Schedule of Funds (Attachment II) will result in no further payments being made until an adjusted budget is submitted to the Department.

4.3.2.7 Invoice Submission and Reconciliation Schedule:

| Service Month | Type of Request | Based On | Submission Date |
|------------------|-----------------|---|---|
| July -August | Estimated Pay | 1/6 th of Fiscal Year Contract Amount | July 1 |
| September - June | Estimated Pay | 1/12 th of Fiscal Year Contract Amount | The 20 th day of the month prior to month of service |

If, after the fixed payment for June services, there remains a balance in the fiscal year amount for this Contract, the Lead Agency shall submit a supplemental June invoice for the balance of the fiscal year amount during the month of June.

4.4 Renegotiation

Pursuant to the provisions of sections 409.990(2) and (3), F.S., this Contract may be renegotiated to increase the contract amount for additional budget authority supported by excess Federal earnings, for additional budget authority appropriated by the Legislature and for any additional program specific funds that are appropriated to the Department for the Lead Agency. Such increases do not require a corresponding increase in service as the Lead Agency is required to provide a comprehensive continuum of child welfare services to all clients. Any renegotiation to the terms of this Contract shall be documented via contract amendment.

4.5 Service Delivery and Expenditure Documentation

The Lead Agency will maintain records that document the proper application of the cost allocation methodology as contained in the Lead Agency's Department-approved CAP.

4.6 Expenditure Documentation

Expenditure documentation includes, but is not limited to, those expenditures that are allowable as authorized in section 409.992, F.S., and the Department of Financial Services' Reference Guide for State Expenditures, which is incorporated herein by reference, and can be located at the following internet address:

http://www.myfloridacfo.com/aadir/reference_guide/reference_guide.pdf.

- a. Pursuant to section 409.988(d), F.S., the Lead Agency Shall post on its website the current budget for the lead agency, including the salaries, bonuses, and other compensation paid, by position, for the agency's chief executive officer, chief financial officer, and chief operating officer, or their equivalents.

4.7 Full Compensation

This fixed price contract entitles the Lead Agency to receive full compensation for the state-funded portion of the fixed contract amount upon completion of all contract deliverables.

4.8 Match Requirements

To receive any PSSF grant dollars, the Lead Agency is responsible for a minimum local community match equal to twenty-five percent (25%) of the funds expended for this program. The Lead Agency shall identify how the local match requirement will be met. Allowable match can be in-kind or cash, but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The Lead Agency must document the receipt and expenditure of the required match during each state fiscal year. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

For Lead Agencies receiving Access and Visitation Grant Funds, the Lead Agency will document the proper expenditures and required ten-percent (10%) local community match for the Access and Visitation Grant. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

4.9 Federal or State Audit

The amount of disallowance caused by the Lead Agency's failure to comply with state or federal regulations or the amount of any incorrect claim discovered in any federal or state audit shall be repaid to the Department by the Lead Agency upon discovery.

4.10 Fees

No fees shall be imposed by the Lead Agency or subcontractors other than those set by the Department and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be deposited in a manner authorized by the Department.

4.11 MyFloridaMarketPlace Transaction

This Contract is exempt from MyFloridaMarketPlace transaction fee in accordance with Rule 60A-1.032(1)(d), F.A.C.

5. SPECIAL PROVISIONS

5.1. Program or Service Specific Terms

Definitions are provided in "CBC Definitions of Terms" (dated 6/1/2012) which is incorporated by reference into this Contract and can be found on the Department's website under Community Based Care (CBC) Contract Documents by Reference at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>. The following additional definitions are provided for this Contract:

- 5.1.1. **Administrative Costs** - Those costs defined as "administrative costs" in the "DCF Definition of Administrative Costs for Child Welfare Lead Agencies (CBCs)," January 24, 2012.
 - 5.1.2. **Lead Agency Administrative Costs** - Administrative Costs incurred by the Lead Agency, exclusive of Subcontractor Administrative Costs.
 - 5.1.3. **Subcontractor Administrative Costs** - The total of all Administrative Costs incurred by the Lead Agency's subcontractors under contract with the Lead Agency to provide foster care or related services, exclusive of Lead Agency Administrative Costs.
 - 5.1.4. **System Administrative Costs** - The total of the Lead Agency Administrative Costs and Subcontractor Administrative Costs.
- 5.2 **Dispute Resolution**

The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) business days of the execution of this Contract, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) business days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Chief Executive Officer (CEO) (or add appropriate title) and the Regional Managing Director/Community Development Administrator/Family and Community Services Director of the respective parties. Upon referral to this second step, the CEO (or add appropriate title) and the Regional Managing Director/Community Development Administrator/Family and Community Services Director shall confer in an attempt to resolve the issue.

If the Regional Managing Director/Community Development Administrator/Family and Community Services Director and CEO (or add appropriate title) are unable to resolve the issue within ten (10) business days, the parties' appointed representatives shall meet within ten (10) business days and select an internal third representative. These three representatives shall meet within ten (10) business days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary, who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law.

5.3 **Contract Renewal**

This Contract may be renewed for a period not to exceed five (5) years, or for the original term of the contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract. If renewed, costs for the renewal may not be charged. The renewal price is the estimated contract amount for the renewal years as prescribed by statute and annual appropriations.

5.4 Provider Indemnity

The following provisions shall apply in lieu of Section 9 of the Standard Contract (entitled "Provider Indemnity"). The Lead Agency, upon reasonable notice, shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Lead Agency, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the Lead Agency, its agents, employees, partners or subcontractors; provided, however, that the Lead Agency shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The following additional terms will also apply:

- a. Further, the Lead Agency shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, related to or arising from the performance of this Agreement; provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of Lead Agency's products or the Department operation or use of Lead Agency's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in the Lead Agency's opinion is likely to become the subject of such a suit, the Lead Agency may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. The Department shall not be liable for any royalties. If the Lead Agency removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Lead Agency shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.
- b. Further, the Lead Agency shall indemnify the Department for all costs and attorneys' fees arising from or relating to the Lead Agency's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Lead Agency's redaction of the record, as provided for under Section ~~xx~~ of the Standard Contract, including litigation initiated by the Department.

Notwithstanding the above, the Lead Agency's obligation to indemnify, defend, and hold harmless the Department shall not include the acts or omissions of any Lead Agency partner or subcontractor that is not a direct provider of foster care and related services to children and families. The Lead Agency's obligation to indemnify, defend, and hold harmless the Department shall also not include damages and costs, including attorneys' fees, arising from the acts or omissions of any Lead Agency subcontractor that is a direct provider of foster care and related services to children and families to the extent that such subcontractor indemnifies, defends, and holds harmless the Department for the subcontractor's acts or omissions. The Lead Agency remains responsible to ensure that its subcontractors providing foster care and related services indemnify, defend, and hold harmless the Department; provided, however, that the Lead Agency and subcontractors shall not indemnify for that portion of any

loss or damages proximately caused by the negligent acts or omissions of the Department. Nothing in the Standard Contract, the attachments thereto, or the other documents referenced in any of them is intended to or shall waive the statutory limits of liability of the Lead Agency or the subcontractor under section 409.993, F.S. or section 39.011 F.S. or the ability of the Lead Agency to claim immunity thereunder. The obligation of the Lead Agency and any subcontractor to indemnify, defend, and hold harmless the Department shall not include any loss or damages caused by the negligent acts or omissions of the Department.

5.5 Termination

Section 30.a. of the Standard Contract is replaced with the following language:

- a. This contract may be terminated by either party without cause upon no less than one hundred and eighty (180) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Lead Agency responsible for administration of the program. If either party terminates this Contract without cause, that party shall coordinate a transition plan, as described in the "CBC Expiration/Termination Transition Planning Requirements" (dated 5/09/2011), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>, with the other party within thirty (30) calendar days of making such notification. This provision shall not limit the Department's ability to terminate this Contract for cause according to other provisions herein.

5.6 Third Parties

This Contract shall not be construed as providing any enforceable right to any third party.

5.7 Client Files

The Lead Agency shall ensure the Department's immediate access to client files and will supply copies of requested materials within one (1) business day of a request by the Department unless a longer time is agreed upon by both the parties.

5.8 Insurance

- 5.8.1 During the existence of this Contract, and any renewal(s) and extension(s) of it, the Lead Agency will maintain, and through contract require that its subcontractors maintain insurance in accordance with section 409.993, F.S., any subsequent amendments to the statute, and the following requirements:

- 5.8.1.1 The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate general liability coverage in accordance with section 409.993, F.S. The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate professional liability insurance coverage, including coverage for abuse and neglect, with the same limits and any other requirements of the statute for general liability insurance. The Lead Agency and

all of its subcontractors shall maintain continuous adequate non-owned automobile liability coverage in accordance with section 409.993, F.S.

All Lead Agency and subcontractor policies of insurance shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to give the Department written notice of any intention to cancel or refuse to renew the policy at least thirty (30) days prior to cancellation or non-renewal.

- 5.8.1.2 The Lead Agency shall provide, and through contract, require its subcontractors to provide, the Department with Acord® 25 certificates of liability insurance naming the Department as the certificate holder evidencing such insurance to be in full force and effect at all times during the term of this Contract, attached to a certification, signed by a Lead Agency authorized representative, that the Lead Agency is in compliance with all applicable federal and state statutory and regulatory insurance requirements.

Submission of the foregoing shall not operate as acceptance by the Department of the adequacy of such policies to comply with these requirements.

5.9 Governance

The Lead Agency shall be a Florida corporation or a governmental entity with a principal office located in the geographic area served by the Lead Agency. Requests for exceptions to the residential requirements of this provision shall be submitted to the contract manager and must be approved by the Secretary of the Department or designee. One hundred percent (100%) of the policy making, management and operational control of a non-governmental Lead Agency shall be vested in a self-perpetuating Board of Directors whose membership shall be 100% community/non-partner members who reside in the geographic area served by the Lead Agency. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, any of the providers that are part of the Lead Agency's provider network, or any suppliers that result in a personal financial gain to any director or officer.

5.10 Related Party Transactions and Conflict of Interest

The Lead Agency's Board of Directors shall establish uniform and consistent policies to address procurement requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Lead Agency, its staff, its Board of Directors, and its subcontractors.

5.11. Mandatory Reporting Requirements

The Lead Agency and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Lead Agency, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@myflfamilies.com. The Lead Agency and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood

Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

5.12 Prohibition of Anticompetitive Agreements

The Lead Agency may not offer to nor enter into any formal or informal agreement with any person under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of a party to obtain employment by or provide services to the Department, another Lead Agency or another provider.

LIST OF EXHIBITS

Exhibit A, REPORTS

Exhibit B, Children's Legal Services

Exhibit C, Adoption of the Attestation Model for Family Foster Home Licensing

Exhibit D, Administrative and System Cost Reduction Plan

EXHIBIT A - REPORTS

The reports identified in this Exhibit shall be completed and submitted by the Lead Agency in accordance with the listed schedule. The current required format for such reports is identified below. A copy of each report submitted in accordance with the schedule below must also be transmitted to the Department electronically at the following e-mail address: cbc_reports@myflfamilies.com. The contract manager will notify the Lead Agency in writing of any changes to format or submission requirements. If the due date for a report falls on a holiday or weekend, the report will be due the next business day.

| Report Title | Format | Frequency of Report | Submit To |
|---|--|--|--|
| ADMINISTRATIVE REPORTS | | | |
| Tangible Personal Property Inventory & Disposition Report | See the Lead Agency Tangible Personal Property Requirements and the Lead Agency Personal Property Inventory & Disposition Report, which are incorporated herein by reference and are maintained on the Department's website. | Must be completed for initial transfer of equipment, and submitted annually by June 15 th . | Contract Manager Forward Copy to: Property Management- General Services, Cheryl.Cox@myflfamilies.com Office: (850) 717-4570 |
| Expiration/Termination Transition Plan | See Expiration/Termination Transition Planning Requirements, which is incorporated herein by reference and is maintained on the Department's website. | Six (6) months prior to any end date. | Contract Manager |
| Emergency Preparedness Plan (COOP) | Standard Contract, Sec. 13, and Chapter 252, F.S. | Annually, commencing one year from date of acceptance of initial plan. | Contract Manager Forward copy to: Regional General Services contact, or at the discretion of each Circuit, to the Circuit Disaster Coordinator. |
| PROGRAMMATIC REPORTS | | | |
| Independent Living My Services and Florida National Youth in Transition Database (NYTD) Surveys | See Independent Living My Services and Florida NYTD Surveys (by age group), incorporated herein by reference and maintained on the Department's website. | As required in the implementation document, incorporated herein by reference and maintained on the Department's website. | Surveys are entered into statewide database. |

| Report Title | Format | Frequency of Report | Submit To |
|---|---|--|--|
| Promoting Safe and Stable Families Narrative and Data Report | See Promoting Safe and Stable Families Narrative and Data Report, which is incorporated herein by reference and is maintained on the Department's website. | Quarterly, within thirty (30) days after the beginning of each quarter. | Contract Manager Forward Copy to: Prevention Manager, Erin.Hough@myflfamilies.com Office: (850)717-4658 |
| FEDERAL REPORTING & QUALITY MANAGEMENT | | | |
| Civil Rights Checklist | Form CF 946. | Annually, no later than May 20th. | Contract Manager Forward Plan to Regional EEO contact. |
| Annual Quality Management Plan | Criteria provided in the "Windows into Practice" (dated FY 2014-2015), which is incorporated herein by reference and available on the University of South Florida's Center for the Advancement of Child Welfare Practice website at: http://www.centerforchildwelfare.org/QualityAssurance/Windows%20into%20Practice%20%202015-2015%207%2028.pdf . | Annual review and revise as necessary, or a memo indicating no revisions are needed by Aug. 31. | Contract Manager Forward copy to: Child Welfare CQI Manager, Elease.Davis@myflfamilies.com Office: (850) 717-4650 |
| Data input from Regional QA Model reviews and special reviews | For Rapid Safety Feedback reviews - Web tools located at: http://apps1.dcf.state.fl.us/WebSecurity/Login.aspx For special reviews - Web tool as issued by Central Office. For CFSR Reviews - Web tools located at: https://www.cfsrportal.org/oms | For Regional QA Model reviews, at least every three months. October 10 December 10 April 10 July 10 For special reviews, as directed by memo from Central Office. | Data submitted online. |
| CFSR Quarterly Summary Report | Refer to section 1.5.4.6 in the body of this Attachment. | No later than October 10th; January 10th, April 10th, and July 10th for the preceding quarter. | On Site Review Instrument (OSRI) at: https://www.cfsrportal.org/ |

| Report Title | Format | Frequency of Report | Submit To |
|---|--|--|---|
| <p>Quality Assurance Annual Report</p> | <p>Criteria provided in the "Windows into Practice" (dated FY 2014-2015), which is incorporated herein by reference and available on the University of South Florida's Center for the Advancement of Child Welfare Practice website at: http://www.centerforchildwelfare.org/QualityAssurance/Windows%20into%20Practice%20%202015-2015%207_28.pdf.</p> | <p>Annually, no later than Aug. 15.</p> | <p>Contract Manager</p> <p>Forward copy to: Child Welfare CQI Manager, Eleese.Davis@myflfamilies.com Office: (850) 717-4650</p> |
| <p>Child Access and Visitation Local Service Provider Survey</p> <p>Applies only to programs receiving federal grant funds.</p> | <p>See Child Access and Visitation Local Service Provider Survey, Addendum and data file, which is incorporated herein by reference and is maintained on the Department's website.</p> <p>Directions for completing Report:</p> <p>Complete the Child Access and Visitation Local Provider Survey Federal report (Word) format for Section A, B and C to include the amount of grant funds (charged to the applicable OCA) for the reporting quarter, the addendum; and</p> <p>Complete and submit the Child Access and Visitation Local Provider Survey Federal report in Excel format for Section D electronically. The required excel file is</p> | <p>Quarterly, thirty-five (35) days after end of the reporting period.</p> <p>Annually: By October 15th, covering previous federal fiscal year, 10/1-9/30.</p> | <p>Contract Manager</p> <p>Forward copy to: Office of Child Welfare, Erin.Hough@myflfamilies.com Office:(850) 717-4680</p> |

| Report Title | Format | Frequency of Report | Submit To |
|---|---|---|--|
| | <p>generated via the Florida State University (FSU) Clearinghouse on Supervised Visitation Program Database located at https://svpdb.org.</p> <p>To obtain a login code and password for the database, contact FSU Clearinghouse on Supervised Visitation, Karen Oehme at 850-644-6303.</p> | | |
| <p>Federal Funding Annual Eligibility Monitoring Plan</p> | <p>Eligibility criteria provided in CFOP 175-71, Federal and State Funding Eligibility, which is incorporated herein by reference and available on the University of South Florida's Center for the Advancement of Child Welfare Practice. http://centerforchildwelfare.fmhi.usf.edu/HorizontalTab/DeptOperatingProcedures.shtml</p> | <p>Annually, by October 15th, covering previous federal fiscal year, 10/1-9/30.</p> | <p>Contract Manager</p> <p>Forward Plan to: Office of Child Welfare, Sallie.Bond@myflfamilies.com Office:(850) 717-4657</p> |
| <p>Federal Funding Annual Eligibility Report</p> | <p>See 1.5.1.8, Eligibility criteria provided in CFOP 175-71, Federal and State Funding Eligibility, which is incorporated herein by reference and available on the University of South Florida's Center for the Advancement of Child Welfare Practice. http://centerforchildwelfare.fmhi.usf.edu/HorizontalTab/DeptOperatingProcedures.shtml</p> | | <p>Contract Manager.</p> <p>Forward Plan to: Office of Child Welfare, Sallie.Bond@myflfamilies.com Office:(850) 717-4657</p> |

| Report Title | Format | Frequency of Report | Submit To |
|---|---|--|--|
| Staff Development and Training Plan | See 1.5.3.1.3, The plan must be completed using the Annual Staff Development and Training Plan Template found at: http://centerforchildwelfare.fmhi.usf.edu/horizontal/tab/TrainingReports.shtml | The plan shall be submitted prior to execution of initial contract and annually thereafter by June 15 th of each year for the upcoming fiscal year. | Contract Manager, Forward Plan to: centersupport@usf.edu . |
| FISCAL REPORTS | | | |
| Quarterly Training Expenditure Reports | Report must be submitted in the quarterly training template found at: http://centerforchildwelfare.fmhi.usf.edu/horizontal/tab/TrainingReports.shtml | Quarterly Jan-March due April 30 April-June due July 31 July- Sept. due October 31 Oct.- Dec. due January 31 | Contract Manager & centersupport@usf.edu Forward copy to: Training Manager, Todd.Darling@myflfamilies.com Office:(850) 717-4487 |
| Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report | See Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report Form, which is incorporated herein by reference and is maintained on the Department's website. | Monthly, twenty (20) days after the end of the reporting month. | Contract Manager Forward Copy to: Office of Child Welfare, Jaquay.Miller@myflfamilies.com Office:(850) 717-4684 Accounting Services, Cindy.Grammas@myflfamilies.com Office:(850) 717-4722 |
| Child Access and Visitation Grant Monthly Match Funds Report (For ALL Community Based Care Lead Agencies receiving Access and Visitation federal grant funds) | See Child Access and Visitation Monthly Match Funds Report, which is incorporated herein by reference and is maintained on the Department's website. | Monthly, twenty (20) days after the end of the reporting month, until the annual match requirement has been met. Upon meeting the annual requirement, the last monthly report shall include certification that the match has been met and no additional reports will be submitted for the fiscal year. | Contract Manager, Forward copy to: Office of Child Welfare, jammy.rodgers@myflfamilies.com Office:(850) 717-4392 Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722 |
| Interest Earned Quarterly | See the Interest Earned Quarterly Report format which is incorporated herein by reference and is | Quarterly. CBCs that have opted to continue monthly interest payments do not have | Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com |

| Report Title | Format | Frequency of Report | Submit To |
|--|--|--|--|
| Expenditure Reports | maintained on the Department's website. | this reporting requirement. | Office: (850) 717-4700 Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722 |
| Cost Allocation Plan (CAP) | See the CBC Cost Allocation Plan Template, which is incorporated herein by reference and maintained on the Department's website. | Initially and by July 31st of each state fiscal year, as well as when changes warrant a modification. | Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722 |
| State Funds Carry-forward Report (when carry forwards are available) | See State Funds Carry-forward Report format, which is incorporated herein by reference and is maintained on the Department's website. | Monthly, with the invoice to report on any expenditure of approved carry-forward amounts. | Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722 |
| CBC Monthly Actual Expenditure Report | See CBC Monthly Actual Expenditure Report format, which is incorporated herein by reference and is maintained on the Department's website. | Monthly, with the exception of the June. Monthly Actual Expenditure Report which shall be submitted with the "CBC Final Expenditure Report." | Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 |

| Report Title | Format | Frequency of Report | Submit To |
|--|---|--|--|
| | | | & Accounting Services, <u>Cindy.Grammas@myflfamilies.com</u> Office: (850) 717-4722 |
| OCA Roll up Report | A Standard Report available in FSN. | Monthly. (Note: If the amount by OCA on the OCA Roll Up Report does not match the amount by OCA on the CBC Monthly Expenditure Report, a reconciliation identifying all payments that compose that difference and their resolution is required. This applies only for OCAs required to be in FSN.) | Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, <u>Barney.Ray@myflfamilies.com</u> Office: (850) 717-4700, <u>Dana.Sweat@myflfamilies.com</u> Office: (850) 717-4702 <u>Marci.Kirkland@myflfamilies.com</u> Office: (850) 717-4703 & Accounting Services, <u>Cindy.Grammas@myflfamilies.com</u> Office: (850) 717-4722 |
| OCA Reconciliation (Payment Detail) Report | A Standard Report available in FSN. | Monthly. | Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, <u>Barney.Ray@myflfamilies.com</u> Office: (850) 717-4700, <u>Dana.Sweat@myflfamilies.com</u> Office: (850) 717-4702 <u>Marci.Kirkland@myflfamilies.com</u> Office: (850) 717-4703 & Accounting Services, <u>Cindy.Grammas@myflfamilies.com</u> Office: (850) 717-4722 |
| CBC Final Expenditure Report | See CBC Final Expenditure Report format, which is incorporated herein by reference and is maintained on the Department's website. | To be submitted on the date of the payment request for September of each fiscal year. | Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, <u>Barney.Ray@myflfamilies.com</u> Office: (850) 717-4700, <u>Dana.Sweat@myflfamilies.com</u> Office: (850) 717-4702 <u>Marci.Kirkland@myflfamilies.com</u> Office: (850) 717-4703 & Accounting Services, <u>Cindy.Grammas@myflfamilies.com</u> Office: (850) 717-4722 |

| Report Title | Format | Frequency of Report | Submit To |
|---|--|---|--|
| FSPN to CBC Monthly Expenditure Report Reconciliation | "FSPN to CBC Monthly Expenditure Report Reconciliation Template", maintained on the Department's website at: http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments | Monthly, with the submission of the CBC Monthly Actual Expenditure Report and the CBC Final Expenditure Report. | Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722 |
| CBC Annual Budget by Service Category | See the CBC Annual Budget by Service Category format, which is incorporated herein by reference and is maintained on the Department's website. | Must be reported within thirty (30) days from the date the CBC receives the Schedule of Funds of each state fiscal year and when payment requests follow an amendment that revises the Schedule of Funds. | Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722 |
| CBC Invoice | See CBC Invoice, which is incorporated by reference and maintained on the Department's website. | Monthly, by the 20th of each month (estimated pay for the following month.) | Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722 |
| Planned Uses of State Funds Carried Forward | See Planned Uses of State Funds Carried Forward (updated for SFY 13-14), which is incorporated by reference and maintained | Must be submitted within thirty (30) days of receipt from Department of approved amount of state funds carried forward. | Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, |

| Report Title | Format | Frequency of Report | Submit To |
|---|--|--|--|
| | on the Department's website. | | <u>Dana.Sweat@myflfamilies.com</u> Office: (850) 717-4702 <u>Marci.Kirkland@myflfamilies.com</u> Office: (850) 717-4703 & Accounting Services, <u>Cindy.Grammas@myflfamilies.com</u> Office: (850) 717-4722 |
| Report on Therapeutic Services for Children (100806 Fund) Expenditures | See Therapeutic Services for Children Purchases (100806 funds) Semi-annual Report format (February 2015), which is incorporated by reference and maintained on the Department's website. | Reporting period - January through June: Report due by August 31. Reporting period - July through December: Report due by January 31. | Contract Manager Forward to: Substance Abuse and Mental Health Program Office, <u>emily.tupps@myflfamilies.com</u> Office: (850)717-4484 & Permanency and Well-Being Manager, <u>tory.wilson@myflfamilies.com</u> Office: (850) 717-4056 |

Exhibit B- Children's Legal Services

The State of Florida has the responsibility of protecting children who have been abused, abandoned and/or neglected by their parents. Children's Legal Services, the Office of the Attorney General, and the State Attorney's Office in their roles as the providers of legal services to the Department in all Chapter 39, F.S., matters, together with the State's lead agencies, case management providers and protective investigators, are charged with carrying out that responsibility. Children's Legal Services (and the Office of the Attorney General and the State Attorney's Office through their contractual relationship with the Department) is the prosecution arm of the dependency system. For purposes of this Exhibit only, Children's Legal Services, the Office of the Attorney General, and the State Attorney's Office will be collectively referred to herein as "CLS."

The CLS Model can be analogized to that of the prosecutor. Both prosecutors and CLS attorneys have a higher ethical obligation than other lawyers. Each is expected to pursue justice rather than simply seeking to prevail for their clients. CLS attorney duties are expressed in the Chapter 39, F.S., directive to ensure the health and safety of children and the integrity of families. The key partners and critical witnesses in the case are the case managers and child protective investigators who work with the children and their families through the use of family-centered practice principles to provide services to help families reunify, to seek and implement other permanency options for the child, or where necessary, to work toward the termination of the parent's rights. The case managers and child protective investigators are the critical eyes and ears of the attorney in the field. The case managers and child protective investigators are the experts in assessing risk and determining which clinical and/or other types of services are needed, and are critical partners and witnesses in every case both inside and outside the courtroom. Their expertise is critical to CLS attorneys in determining the proper position and recommendations made to the court.

This understanding of the role of CLS will be extremely effective in the Community-Based Care service delivery model. CLS, the Lead Agencies, the full case management providers and the protective investigators must work together at every stage of a child's case. All must feel the urgency to ensure the child's safety and well-being is paramount and permanency is a constant focus. One of the most critical components of the CLS Model is true collaboration and partnership between the Department, the Lead Agencies and the providers. All are responsible for the safety and well-being of our children.

In light of the above overview, this Exhibit sets forth responsibilities, obligations and acknowledgements of the Lead Agency and CLS. For purposes of clarification, the terms of this Exhibit apply to any of the Lead Agency's approved subcontractors. Both the Lead Agency and the subcontractors are collectively referred to in this Exhibit as "Lead Agency."

The Lead Agency and CLS agree to and acknowledge the following:

1. CLS is a statewide law firm within the Department. CLS attorneys are employed by the Department and represent the State of Florida, acting through the Department in its *parens patriae* role, in fulfilling the duties as set forth in Chapter 39, sections 409.1451, 402.17 and 402.33, F.S. CLS's duty in representing the State is to ensure the health, safety

and well-being of children and the integrity of families when they come into contact with the Department as a result of an allegation of abuse, abandonment or neglect.

2. CLS will be responsible for all legal services to be performed on behalf of the State of Florida in all Juvenile dependency and termination of parental rights proceedings governed by Chapter 39, F.S., the Florida Rules of Juvenile Procedure, section 409.1451, F.S., governing Independent Living matters for children under eighteen (18) or otherwise properly heard in dependency court as well as all proceedings pursuant to the Florida Rules of Appellate Procedure, including, but not limited to: shelter hearings, mediation, adjudicatory hearings, motions pertaining to care, placement, medication, modification of placements, protective supervision, foster care, case planning, judicial reviews, termination of parental rights and appeals of cases brought pursuant to Chapter 39, F.S.
3. All documents prepared and kept by the Lead Agency are available at the request of CLS. The request may be made in either written or oral form, and there are no additional subpoena requirements.
4. Prior to the court hearing (timeframe may be mutually agreed upon locally), the CLS attorney and case manager must meet to discuss any case to be heard in court. The CLS attorney and case manager will together prepare for court and will pursue all opportunities to form a unified position. In the event a unified position is not achieved, escalation is encouraged up to the Managing Attorney, the CLS Regional Director, and Statewide Director, if necessary. Additionally, escalation through the case management agency supervisory staff and the Lead Agency is encouraged. CLS has legal decision-making authority pertaining to any dependency and termination of parental rights proceeding from inception to completion. This local escalation is specific to issues involving CLS and is to be used in place of any other dispute resolution set forth in any other agreement between the Lead Agency and the Department.
5. CLS does not provide legal representation to the Lead Agency or any of its employees for any legal action, but rather works in collaboration with the Lead Agency and case management staff.
6. Reasonable oral or written notification (including electronic mail) to any Lead Agency employee shall suffice to mandate the employee's presence at any dependency or termination of parental rights court proceeding. CLS's issuance of a subpoena shall not be a prerequisite to obtain the appearance of a Lead Agency employee at such a proceeding.
7. Payment and/or provision of items in this Section are to be negotiated by each Circuit.
 - 7.1. Diligent Searches
 - 7.2. Document Translations
 - 7.3. Paternity Testing Services
 - 7.4. Professional/Expert Witnesses
 - 7.5. Depositions (including transcriptions)
 - 7.6. Service of Process (Summons and Subpoena) on all witnesses, parties and other

- participants as determined by CLS, the court or statute (in state, out of state and out of country)
- 7.7. Publications
 - 7.8. Court Records (Including transcripts from evidentiary hearings and trials)
 - 7.9. Lab fees
 - 7.10. Birth and Death Certificates
 - 7.11. Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) affidavits
 - 7.12. Home Studies
 - 7.13. Interstate Compact on the Placement of Children (ICPC)
 - 7.14. Documentation Physical and psychological/psychiatric evaluations including but not limited to CBHAs and behavioral evaluations
 - 7.15. Copies of all documents and reports for all required parties
8. All documents requested by CLS and prepared by the Lead Agency, including, but not limited to: Judicial Review Social Study Report (JRSSRs), Pre-Disposition Studies, Family Assessments, Case Plans, Referrals, Status Reports, Permanency Goal Changes and Reports and Home Studies shall be in compliance with Chapter 39, F.S., and the Juvenile Rules of Procedure, and shall be fully completed at least ten (10) business days prior to hearing for review and/or filing.
 9. For review and discovery purposes, CLS will have access to the Lead Agency's entire case file, either in hard copy or electronically. The Lead Agency shall also submit to CLS any additions or updates to its file in an ongoing fashion throughout all stages of dependency and termination of parental rights cases. The Lead Agency shall immediately notify CLS of any discovery request pertaining to a dependency or termination of parental rights proceeding made to the Lead Agency for any information or materials maintained by the Lead Agency, and CLS shall comply with all discovery requests.
 10. The Lead Agency shall be responsible for ensuring the assigned CLS attorney receives timely copies of all reports, narratives, studies, CPT reports and materials, psychological and psychiatric reports, correspondence, independent Living assessments, notices and accountings concerning Client Trust Funds as required by Florida law, and copies of any and all other documents of whatever nature resulting from or relating to the cases and investigation(s) which are the subject matter of each file. Timely receipt in this context shall mean on or before the time requirements contained in this Exhibit, Chapter 39, F.S., the Juvenile Rules of Procedure, and the Florida Administrative Code.
 11. The Lead Agency shall maintain the confidentiality of CLS's legal opinions, mental impressions, conclusions or theories regarding litigation and commentary regarding litigation as privileged work product and shall not disclose same without CLS' express written permission. The Lead Agency shall implement necessary protocols to ensure any notes within a case file relative to conversations with a CLS attorney maintain confidentiality as set forth above. CLS shall also maintain necessary protocols in all discussions with case managers and in the preparation of case strategies to ensure confidentiality for the Lead Agency as is referenced above for CLS. Nothing in this section shall contravene any provision of Florida Public Records Law or Chapter 39, F.S.

12. To the extent possible, all necessary staffings should be inclusive of the family and be scheduled in accordance with the necessary parties' availability. Locally, CLS attorneys will make all efforts to be available for all staffings. The Lead Agency shall ensure the CLS attorney assigned to the specific case receives reasonable advance notice of all staffings for a child, including Independent Living staffings.
13. The Lead Agency and CLS shall ensure all employees arrive promptly and are prepared for all court hearings. The use of case managers and/or CLS attorneys not assigned to a case for courtroom appearances is strongly discouraged. Proper courtroom attire is mandatory.
14. The Lead Agency shall collaborate with CLS to prepare petitions for shelter, petitions for dependency, petitions for the termination of parental rights, and any other document CLS deems necessary for filing in a Chapter 39 proceeding. When the Lead Agency has knowledge of the facts alleged in the petition or filing, the Lead Agency will execute an oath as to its knowledge or will otherwise work cooperatively with CLS to ensure all statutory requirements of Chapter 39 are satisfied.
15. Prior to any request for CLS to prepare a motion and order for extraordinary medical care and treatment, such as prescribing psychotropic medication, the Lead Agency shall use all reasonable efforts to assist the prescribing physician in obtaining written express and informed consent for the provision of the required psychotropic medication or treatment from a biological parent or legal custodian.
16. In the event the Lead Agency determines it is unable to comply with a court order, the Lead Agency shall immediately provide written notification to the CLS attorney with a detailed written explanation as to why the Lead Agency is unable to comply. As a courtesy and at the request of the Lead Agency, CLS may notify the court of the Lead Agency's inability to comply and request adequate relief or stay from the court if CLS is of the legal opinion that the circumstances justify such relief or stay. If CLS deems it necessary, a representative of the Lead Agency will be available to testify truthfully to the Lead Agency's inability to comply with the court order or to prepare and execute a truthful affidavit of such inability. CLS will ensure all court orders are received by the Lead Agency timely so the Lead Agency is aware of what has been ordered by the Court.
17. The Lead Agency shall provide CLS with the physical address for all known parents and shall be responsible for attesting to the completed Diligent Search Affidavit. The Lead Agency shall conduct all such diligent searches in an ongoing fashion to locate and identify any missing parent(s) and the diligent search efforts shall continue until excused by the court or by Chapter 39, F.S.
18. In an effort to expedite adoptions, CLS and the Lead Agency will work together and share all necessary information regarding the status of all adoptions. The Lead Agency shall be responsible for meeting all requirements regarding adoptions as set forth in Chapter 63, F.S., as well as any other CLS requirements, such as completion of adoption

clearance forms for CLS review. The Lead Agency is also responsible for presentation of all potential adoptions to the Adoption Review Committee when the adoption process has identified issues for resolution according to Rule 65C-16.005, F.A.C.

19. Whenever it appears that a child in out-of-home care has a possible need for attorney representation in a specific legal issue outside the scope of the dependency system or pursuant to Section 39.01305, F.S., the Lead Agency shall work together with CLS to identify and assess the legal need in a timely fashion to protect the child's legal rights prior to the expiration of any deadline imposed by a notice, summons or other document provided to the child or the child's caretaker or case manager. Examples of potential legal needs include, but are not limited to: children with special needs (residential treatment, skilled nursing, victim of human trafficking, developmental disabilities or psychotropic medication), education (including services for homeless students under the McKinney-Vento Act), school discipline, special education, Social Security (including denial or termination of benefits and overpayments), personal injuries and medical malpractice, juvenile delinquency, adult arrests and/or prosecutions, life insurance and probate matters, Medicaid coverage and services denials. When made aware of the issue, CLS will, through contacts with legal aid services, help provide the child with access to a pro bono attorney to represent the child in the matter identified.

In the event a Memorandum of Understanding or other agreement setting forth obligations between CLS and the Lead Agency exists and contradicts this Exhibit in any way, the terms and conditions of this Exhibit and this Attachment shall govern.

EXHIBIT C

Adoption of the Attestation Model for Family Foster Home Licensing

1. The Lead Agency is licensed as a child placing agency under Chapter 65C-15, F.A.C., and is authorized by section 409.175 (6)(b), F.S., to conduct licensing studies of family foster homes to be used exclusively by the Lead Agency and to verify to the Department that the home meets the licensing requirements established by the Department. This Exhibit sets out procedures to be used by the Department Regional Foster Care Licensing Program Management and the Lead Agency staff when processing license applications and renewals for family foster homes to be used exclusively by the Lead Agency. The Regional Foster Care Licensing office and Lead Agency will work together to improve and simplify the application and renewal process by moving the primary responsibility of compliance, quality information and documentation and initial decision-making from the Department to the Lead Agency. Use of the Attestation Model is optional.
2. Both parties agree to view their individual responsibilities as part of a team effort to ensure the highest quality of licensed foster homes in the Lead Agency's contracted Counties. In order to support continued collaboration and ensure the highest quality and safety for children served, the agencies agree to meet quarterly or as needed, based upon a joint decision by the Lead Agency and regional staff, to discuss any technical assistance on specific cases, and to review and modify processes and communication protocols that impact safety and quality in licensed foster homes in the Lead Agency's contracted Counties.
3. Side-by-Side Reviews are designed to support the Lead Agency and strengthen communication among the staff representing the Department's Regional Foster Care Licensing Program Management, the Lead Agency, the child placing agency (CPA) providers (a.k.a. supervising agencies) licensed under Chapter 65C-15, F.A.C., and Department Contract Management to ensure all licensing packets are of high quality, contain complete information, and follow rule and law. At a minimum, on-going reviews will be completed during the relicensing process of the Lead Agency; additional reviews may be completed prior to relicensing based on the needs of the individual lead agencies.
4. The region and Lead Agency will establish an accuracy rate for packets reviewed that is no less than ninety percent (90%).
 - 4.1 As long as the Lead Agency maintains an accuracy rate for licensing packets at or above ninety percent (90%), the Lead Agency will maintain the Master Licensing files as the records custodian, and will provide information from the Master Licensing files to the Department upon request.
 - 4.2 If, based on annual licensing packet reviews by the Department, the Lead Agency's accuracy rate falls below ninety percent (90%), the Department will maintain Master Licensing files as the records custodian until the accuracy rate is determined to be at or above ninety percent (90%) during a subsequent licensing packet review.

5. Lead Agency's Responsibilities

- 5.1. The Lead Agency must sign the attestation statement (Attestation for Foster Home Licensure form). Subcontractor signatures are not acceptable; however, this does not preclude the Lead Agency from basing its attestation in whole or part on the work product of subcontractors.
- 5.2. The supervising agency will submit the licensing packets to the Lead Agency's personnel designated as the Licensing Review Specialist. This person is responsible for the licensing file review, licensing decision recommendation and ultimately, for submission of the licensing packets to the Department's Regional Foster Home Licensing Office.
- 5.3. The Lead Agency agrees to oversee and/or enter into agreements with all licensed child placing agencies operating as supervising agencies in their contracted area.
- 5.4. The Lead Agency will retain the licensing packet and submit to the Department an Attestation Statement, Licensing Standards Checklist, and the initial Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007, in accordance with section 120.60(1), F.S., or the re-licensing application (Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007) in accordance with section 409.175(6) (i), F.S. The Lead Agency shall submit re-licensing attestation packets to the Department at least 30 days prior to license expiration.
- 5.5. The Lead Agency will only use the Attestation Licensing Model for family foster homes to be used exclusively by that agency in accordance with section 409.175(6)(b), F.S.; this does not preclude the agency from accepting out-of-county placements or from acting as a subcontractor to another Lead Agency that is also authorized to use the Attestation Licensing Model.
- 5.6. The Lead Agency agrees to submit the Attestation for Foster Home Licensing declaring:

_____ all documentation, background screening, and other elements required under section 409.175, F.S., and Chapter 65C-13, F.A.C., for issuance of initial or renewal foster care license have been received and reviewed and found to be in compliance with all statutory and Administrative Code requirements by me and the application should be approved. Attach Licensing Standards Checklist, initial or relicensing application (Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007) and Attestation Statement.

or

_____ a review of the documentation, background screening, and other elements required under section 409.175, F.S., and Chapter 65C-13 F.A.C., for issuance of initial or renewal foster care license demonstrates that the license should not be issued or renewed for the following reason(s): _____. Attach

initial or relicensing application (Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007) and supporting documentation.

or

_____ a review of the documentation, background screening, and other elements required under section 409.175, F.S., and Chapter 65C-13 F.A.C., for issuance of a renewal foster care license demonstrates that a provisional license should be issued for the following reason(s): _____. Attach application (Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007) and supporting documentation.

The Lead Agency will forward the original license and cover letter to the supervising agency once the Department issues the foster home license.

- 5.7. In the case where the Lead Agency recognizes the licensing packet meets minimum licensing standards, but the Lead Agency has no intention of utilizing this home in its system of care, the Lead Agency will submit the licensing packet along with a utilization intent letter indicating the Lead Agency does not intend to use the home as a foster care placement.
 - 5.9. If subcontracted, the Lead Agency will review and approve all initial and re-licensing packets for all of its subcontracted agencies in its local area. The Lead Agency must review the applications of its employees and the employees of its subcontractors to ensure such employees have no conflict of interest.
 - 5.10. The Lead Agency will lead an integrated review team made up of subject matter experts and stakeholders to review and determine a plan of action for reports of abuse and neglect in family foster homes and foster care referrals.
6. Department Regional Foster Home Licensing Office's Responsibilities
- 6.1. The Department Regional Foster Home Licensing Office will provide training and technical assistance as requested by the Lead Agency.
 - 6.2. The Department Regional Foster Home Licensing Office will timely communicate changes in policy and Administrative Code to the Lead Agency.
 - 6.3. The Department Regional Foster Home Licensing Office will issue a state foster home license that reflects the name of the foster parent(s), supervising agency, date, location, and any specific conditions or restrictions on licensure.
 - 6.4. The Department will participate as a member of the integrated review team for the purpose of reviewing and determining a plan of action for reports of abuse and neglect in family foster homes and foster care referrals.
 - 6.5. Upon completion of a licensing review, the Department will provide the Lead Agency with a summary of the areas that were not in compliance for each home and require

those areas be corrected within a specified period of time (i.e. 2 weeks, possible child safety concern or 30 days if not child safety concern) from when the notification is made. The Lead Agency will provide the Department with confirmation areas of non-compliance deficiencies have been sufficiently addressed to ensure child safety and quality of care.

- 6.6. The Lead Agency will maintain at least 90% compliance rate for both initial and re-license for each annual review. If the Lead Agency falls below 90% during a review, the Department and the Lead Agency will work on a plan to ensure that compliance is achieved on the homes identified with deficiencies, as well as a plan to achieve the 90% compliance rate for future reviews.
7. Licensing Actions (Corrective action, revocations, denials, license holds)
 - 7.1. The supervising agency will submit the request and supporting documentation to the Lead Agency-designated Licensing Review Specialist. The Lead Agency-designated Licensing Review Specialist will review and staff the request with the Department Regional Foster Home Licensing Office and follow up with submission of a request and all supporting documentation for review, approval and action.
 - 7.2. The Department Regional Foster Home Licensing Office will staff with Children's Legal Services and/or General Counsel regarding information received from the Lead Agency, and will lead or assist in drafting actions accordingly.

EXHIBIT D
Administrative and System Cost Reduction Plan

~~[This exhibit must be negotiated with the CBC
and provided as part of the contract for approval.]~~

Attachment II-A
CBC Schedule of Funds

CBC Name

As of _____

| Sections A and B | Federal | State | Total |
|---|---------|-------|-------|
| Other Fund Sources | | | |
| Subtotal Sections A and B | | | |
| Section C | | | |
| Maintenance Adoption Subsidies | | | |
| Independent Living Services - Chafee Administration | | | |
| Chafee Road to Independence - Scholarship | | | |
| Chafee, ETV, Road to Independence | | | |
| All State Funded Independent Living Services | | | |
| Medicaid Administration | | | |
| State Access and Visitation | | | |
| SSFA Family Preservation | | | |
| SSFA Family Support | | | |
| SSFA Time Limited Reunification | | | |
| SSFA Adoption | | | |
| PI Training | | | |
| Legislatively Mandated Special Projects | | | |
| Children's Mental Health CW Wraparound Funding | | | |
| Subtotal Section C | | | |
| Total All Fund Sources | | | |

Attachment III

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name and Address of Organization

Attachment IV
FINANCIAL AND COMPLIANCE AUDIT ATTACHMENT

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (also known as the OMB Uniform Guidance), Section 200.500- 200.521 and Section 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Uniform Guidance, Section 200.331, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Uniform Guidance, Section 200.500-200.521, as revised.

In the event the recipient expends \$500,000 (\$750,000 for fiscal years beginning on or after December 26, 2014) or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB 133 Uniform Guidance, Section 200.500-200.521, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Uniform Guidance, Section 200.500-200.521, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Uniform Guidance, Section 200.500-200.521, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508 of OMB Uniform Guidance, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (1 copy)

- B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single.audit@myflfamilies.com

- C. Reporting packages for audits conducted in accordance with Uniform Guidance, Section 200.500-200.521, as revised, and required by Part I of this agreement shall be submitted, when required by Section 200.512 (d), OMB Uniform Guidance, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:
<http://harvester.census.gov/fac/collect/ddeindex.html>
and other Federal agencies and pass-through entities in accordance with Section 200.512 (e), OMB Uniform Guidance, as revised.
- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with OMB Uniform Guidance, Section 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

Exhibit 1 to Attachment IV

POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

PROVIDER NAME :

CONTRACT #

PURPOSE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require information about Federal programs and State projects be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

I. FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Specific compliance requirements for Federal funds awarded pursuant to this agreement can be found in OMB Circular A-133, Appendix B: Compliance Supplement at: www.whitehouse.gov/omb/circulars.

II. STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. MATCHING FUNDS FOR FEDERAL PROGRAMS:

State funds reported above may include maintenance of effort funding. This occurs when a CPDA number is associated with state funds used to meet federal maintenance of effort requirements.

B. STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Specific compliance requirements for the State financial assistance awarded pursuant to this agreement can be found in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html.

C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:

Compliance requirements applicable to these funds can be found in the contract.

Attachment V
TITLE IV-E WAIVER STATEMENT OF ASSURANCES

The Lead Agency agrees to the applicable Terms and Conditions of the State of Florida's WAIVER AUTHORITY (Amended December 2013 to permit Florida to extend its waiver demonstration for five additional years (20 quarters) retroactive to October 1, 2013 and ending September 30, 2018) which is incorporated herein by reference and maintained on the Department's website. The Waivers are for the following provisions of the Social Security Act, and Program Regulations are provided to the State of Florida to operate a child welfare demonstration project:

1. Section 472 (a) -Expanded Eligibility: To allow the State to expend title IV-E funds for children and families who are not normally eligible under Part E of title IV of the Act as described in the Terms and Conditions.
2. Section 474(a)(1) - Regarding the calculation of payments to States for foster care maintenance expenses.
3. Section 474(a)(3)(E) and 45 CFR 1356.60(c)(3) -Expanded Services: To allow the State to make payments for services that will be provided that are not normally covered under Part E of title IV of the Act; and to allow the State to use title IV-E funds for these costs and services as described in the Terms and Conditions, Section 2.0.
4. All waivers are granted only to the extent necessary to accomplish the project as described in the Terms and Conditions.

The Lead Agency agrees that its compliance with the Terms and Conditions referenced above is fundamental to the implementation of the Waiver authority. The Lead Agency recognizes that failure to operate the demonstration as approved and according to Federal and State statutes and regulations may result in withdrawal of waiver authority.

OVERALL GOALS OF THE WAIVER

The Lead Agency agrees that in implementing the authorized services under the Waiver Terms and Conditions, the overall goal is based on the ability to increase the array, intensity and accessibility of child welfare services that improve safety, permanency, and well-being outcomes for children who are in or at risk of entering out-of-home placement. The Lead Agency agrees that the overall goals of the waiver demonstration are to:

1. Improve child and family outcomes through the flexible use of title IV-E funds;
2. Provide a broader array of community-based services, and increase the number of children eligible for services; and
3. Reduce administrative costs associated with the provision of child welfare services by removing current restrictions on title IV-E eligibility and on the types of services that may be paid for using title IV-E funds.

The Lead Agency agrees to maintain the contractually required contact between case managers and children and their families and source documentation that provides a mechanism for regular review of progress toward achieving each child and family's safety, well-being, and permanency goals.

The Lead Agency agrees to expand the array of community-based services and programs using title IV-E funds as outlined in the Waiver Terms and Conditions. Expanded services, supports, and programs may include, but are not limited to:

1. Development and implementation of family-centered evidence-based programs and case management practices to assess child safety; support and facilitate parents and caregivers in taking responsibility for their children's safety and well-being; enhance parent and family protective factors and capacity; develop safety plans; and facilitate families' transition to formal and informal community-based support networks at the time of child welfare case closure.
2. Early intervention services in situations of developing family need to prevent crises that jeopardize child safety and well-being;
3. One-time payments for goods or services that reduce short-term family stressors and help divert children out-of-home placement (e.g., payments for housing, child care, etc.);
4. Evidence-based, interdisciplinary, and team-based in-home services to prevent out-of-home placement;
5. Services that promote expedited permanency through reunification when feasible, or other permanency options as appropriate;
6. Implementation of evidence-based practices to increase the effectiveness of mental health and substance abuse screening and treatment services for parents, as well as strategies to improve timely access to and engagement in these services.
7. Improved needs assessment practices that take into account the unique circumstances and characteristics of children and families; and
8. Long term supports for families to prevent placement recidivism.

DOCUMENTATION AND REPORTING REQUIREMENTS

1. The Lead Agency agrees to document progress of implementation as requested by the Department on the status of activities or tasks implemented as part of the IV-E Waiver Demonstration and any problems encountered that may have an impact on the implementation of the desired services.
2. The Lead Agency agrees to all financial reporting requirements as described in this contract.

3. The Lead Agency agrees to continue to collect and document Title IV-E eligibility information in FSN and complete accurate eligibility determinations in FSN as required under the Waiver Terms and Conditions and the Department's operating procedure on State and Federal Funding Eligibility (CFOP 175-71). This eligibility determination information will be used so that all children will have an updated eligibility determination prior to the end of the Title IV-E Waiver Demonstration.

EVALUATION

The Lead Agency agrees to cooperate with the independent evaluator and assures the provision of all data and information required by the federally approved Evaluation Plan.

This ASSURANCE is a material representation of fact upon which reliance was placed when this contract was made or entered into.

Signature

Date

Name of Authorized Individual

Contract Number

Name and Address of Organization

Attachment VI

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and

appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;

- 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

- 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
- 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
- 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).
- 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
- 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide

by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such

protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

- 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- 5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

APPENDIX IX
State of Florida
PUR 1000
General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

- 41. Products Available from the Blind or Other Handicapped.
- 42. Modification of Terms.
- 43. Cooperative Purchasing.
- 44. Waiver.
- 45. Annual Appropriations.
- 46. Execution in Counterparts.
- 47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall

remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate Vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the

Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of

Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of

termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor 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 Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State

may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted Vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Bither designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract 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.

APPENDIX X
State of Florida
PUR 1001
General Instructions to Respondents

Contents

- 1. Definitions.**
- 2. General Instructions.**
- 3. Electronic Submission of Responses.**
- 4. Terms and Conditions.**
- 5. Questions.**
- 6. Conflict of Interest.**
- 7. Convicted Vendors.**
- 8. Discriminatory Vendors.**
- 9. Respondent's Representation and Authorization.**
- 10. Manufacturer's Name and Approved Equivalents.**
- 11. Performance Qualifications.**
- 12. Public Opening.**
- 13. Electronic Posting of Notice of Intended Award.**
- 14. Firm Response.**
- 15. Clarifications/Revisions.**
- 16. Minor Irregularities/Right to Reject.**
- 17. Contract Formation.**
- 18. Contract Overlap.**
- 19. Public Records.**
- 20. Protests.**
- 21. Limitation on Vendor Contact with Agency During Solicitation Period**

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.

(e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted Vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted Vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory Vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers,

and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and

responsible. In determining Respondent's responsibility as a Vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

APPENDIX XI:

FINANCIAL MODEL/BUDGET

Each Vendor shall complete all sections of the attached Financial Model/Budget (APPENDIX XI). The electronic response must be submitted as both a Microsoft Excel 2007 version and an Adobe Acrobat PDF file format.

These files are also available at:

<http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments>
Annual Budget by Service Category 2015-16, and

<http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments>
Functional Budget Template 2014-15

APPENDIX XII
Attachment II-A
Lead Agency Schedule of Funds
Circuit 1, Northwest Region
FY 2016-17 Use Designation- As of 7/1/2018

| Sections A and B | Other Cost Accumulators Multiple | Federal | State | Total |
|--|-------------------------------------|-----------|---------|------------|
| Other Fund Sources | | | | 31,848,108 |
| Subtotal Sections A and B | | | | 31,848,108 |
| Section C | | | | |
| Maintenance Adoption Subsidies and Non-Recurring Expenses | WR001/MP000 W0008/39MAS | | | 10,608,326 |
| Independent Living Services - Chafee Administration Eligible and Other | KRE001/KRLE01/ KRA001/CHOAT | 102,280 | 25,584 | 127,824 |
| Chafee Road to Independence - Scholarship | CHFSS / CHPES | 114,482 | 28,620 | 143,102 |
| Chafee, ETV, Road to Independence | ETV** | 78,891 | 210,414 | 289,305 |
| All State Funded Independent Living Services | KRI**/SF***/EP***/EG***/E0***/EP*** | | 333,885 | 333,885 |
| Medicaid Administration | PR005 | 40,611 | 40,611 | 81,222 |
| State Access and Visitation | FRSAV | 33,327 | | 33,327 |
| SSFA Family Preservation | PRE04 | 294,999 | | 294,999 |
| SSFA Family Support | PRE06 | 310,775 | | 310,775 |
| SSFA Time Limited Reunification | PRE11 | - | | - |
| SSFA Adoption | PRE12 | 158,790 | | 158,790 |
| Title IV-E Child Welfare Services Training | OCTRN/TRDCMII/RCOR | 1,023,519 | 427,979 | 1,451,098 |
| State Funded Child Welfare Services Training | TRGIT | | 43,228 | 43,228 |
| Safety Management Services | SAFMS | 443,136 | 18,659 | 462,805 |
| PI Training | BAT00 | - | - | - |
| Children's Mental Health CW Waparound Funding | 19M08 | | 290,106 | 290,106 |
| Special Projects | | | | - |
| Special Projects | | | | - |
| Special Projects | | | | - |
| Subtotal Section C | | | | 14,621,872 |
| Total All Fund Sources | | | | 46,399,980 |