

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
SOUTHERN REGION - CIRCUITS 11 & 16**



INVITATION TO NEGOTIATE (ITN)

**To Become the Lead Agency for Community-Based Care
Southern Region - Circuits 11 & 16
Miami-Dade and Monroe Counties**

ITN#: SNR18FS01ITN

Release Date: MARCH 22, 2018

**THE UNITED NATIONS STANDARD PRODUCTS AND
SERVICES CODES (UNSPSC):**

93141507 - SOCIAL WORK ADMINISTRATION SERVICES

93141505 - ADOPTION SERVICES

93141504 - FOSTER HOME CARE SERVICES OR ORPHANAGE

80121804 - GUARDIANSHIP OR CUSTODY LAW SERVICES

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SECTION 1. INTRODUCTION

1.1 INTRODUCTION TO THE PROCUREMENT

The Department of Children and Families (Department), Southern Region Office of Family & Community Services, is issuing this solicitation for the purpose of procuring a Community Based Care Lead Agency to provide care for children in the child protection and child welfare system in Miami-Dade and Monroe Counties. "Care" means services of any kind which are designed to facilitate a child remaining safely in his or her own home, returning safely to his or her own home if he or she is removed from the home, or obtaining an alternative permanent home if he or she cannot remain at home or be returned home or developing the capacity for independent living and competence as an adult.

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 assure the safety and welfare of vulnerable children as a primary priority. The Department must also attempt, when possible and in the best interest of the child, to strengthen and support the child's family. According to federal and state laws, the health and safety of the child must be paramount in all service, placement, and permanency decisions made.

Assuring the safety and welfare of children, while attempting to strengthen and preserve the child's family, requires a cohesive system that is family-centered, community-based, integrated, outcome oriented, culturally competent, timely, and accountable for results. In order to achieve permanency for children in the timeframes required by federal and state laws, the child protection system needs to promote 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.

It is the intent of the Legislature that the Department of Children and Families provide child protection and child welfare services to children through contracting with community-based care lead agencies. The community-based care lead agencies shall give priority to the use of services that are evidence-based and trauma-informed.

It is the further intent of the Legislature that communities have responsibility for and participate in ensuring safety, permanence, and well-being for all children in the state.

It is the goal of the Department to protect the best interest of children by achieving the following outcomes in conjunction with the community-based care lead agency, community-based care subcontractors, and the community alliance:

- (a) Children are first and foremost protected from abuse and neglect.
- (b) Children are safely maintained in their homes, if possible and appropriate.
- (c) Services are provided to protect children and prevent their removal from their home.
- (d) Children have permanency and stability in their living arrangements.
- (e) Family relationships and connections are preserved for children.
- (f) Families have enhanced capacity to provide for their children's needs.
- (g) Children receive appropriate services to meet their educational needs.
- (h) Children receive services to meet their physical and mental health needs.
- (i) Children develop the capacity for independent living and competence as an adult.

The following data are excerpted from Florida Safe Families Network (FSFN):

Children and Young Adults served between July 1, 2016-June 30, 2017

Southern Region	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	FY 16-17 Avg.
In Home Care	1,200	1,174	1,184	1,132	1,118	1,130	1,090	1,043	998	990	981	975	1,085
Out of Home Care	1,907	1,870	1,923	1,931	1,907	1,930	1,912	1,935	1,958	1,948	2,003	1,987	1,934
Young Adults 18+	293	294	301	303	306	305	305	297	303	312	306	309	303
TOTAL SERVED	3,400	3,338	3,408	3,366	3,331	3,365	3,307	3,275	3,259	3,250	3,290	3,271	3,322

Snapshot of Children and Young Adults served on January 4, 2018

	Miami-Dade Circuit 11	Monroe Circuit 16
# of Children Receiving Services	3,258	149
Young Adults (18 years old +)	324	0
Out of Home Care		
	Miami-Dade Circuit 11	Monroe Circuit 16
TOTAL	1,867	88
GENDER		
Male	940	41
Female	927	47
AGE		
0-3	607	27
4-6	321	11
7-10	310	24
11-14	293	9
15-17	335	17
18+	1	0
PLACEMENT		
Adoption	23	3
Relative	768	25
Non-Relative	158	9
Foster Homes	606	37
Group Homes	199	6
Residential Treatment	22	2
Other (Corrections, Hospital, Missing Child, Visitation, Respite Care, Other)	91	6
In-Home Care		
	Miami-Dade Circuit 11	Monroe Circuit 16
TOTAL	1,414	62
GENDER		
Male	694	25
Female	720	37
AGE		
0-3	301	18
4-6	202	10
7-10	275	15
11-14	203	14
15-17	105	5
18+	328	0

PLACEMENT		
Living with Parents	875	51
Living with Relatives	53	1
Living with non-Relatives	5	0
Young Adults (18 years old +)	324	0
Blank (No Living Arrangement)	18	1
Other (Hospital, Runaway, Detention, Mental Health, Prevention & Diversion, Other)	139	9

Current Performance of the Lead Agency in the Southern Region

PERFORMANCE MEASURES	TARGET	FY 16-17 Average	FY 17-18 1 st -and 2 nd Quarter
Rate of abuse per 100,000 days in foster care	8.5 or Less	10.11	7.65
% of children who are not abused/neglected during IH services	95.0% or Higher	98.3%	98.3%
% of children who are not neglected or abused after receiving services	95.0% or Higher	98.0%	94.9%
% of children under supervision who are seen every 30 days	99.5% or Higher	99.5%	99.3%
% of children exiting to a permanent home w/in 12 months of entering care	40.5% or Higher	40.0%	37.5%
% of children exiting to a permanent home 12 months for those in care 12 to 23 months	43.6% or Higher	53.9%	51.1%
% of children who do not re-enter care w/in 12 months of moving to permanent home	91.7% or Higher	88.5%	91.6%
Placement moves per 1,000 days in foster care	4.2 or Less	5.4	5.13
% of children in foster care who received a medical service in last 12 months	95.0% or Higher	98.0%	97.3%
% of children in foster care who received a dental service in the last 7 months	95.0% or Higher	95.4%	95.2%
% of young adults exiting foster care at age 18 completed or are enrolled in secondary education, vocational education, or adult education	80.0% or Higher	83.6%	83.5%
Percent of sibling groups where all siblings are placed together	65.0% or Higher	57.5%	57.2%
Number of children with finalized adoptions between July 1st, and June 30th	279	337	126 (45.16%)

1.2 STATEMENT OF PURPOSE

Pursuant to section 409.987, F. S., the Department of Children and Families is seeking a qualified Florida corporation or a governmental entity to serve as the lead agency in the **Southern Region – Circuits 11 & 16 (Miami-Dade and Monroe Counties)** to manage and ensure the delivery of an integrated system of care for the provision of foster care and related services including, but not limited to: prevention, diversion, case management, emergency shelter, in-home care protective services, family preservation, relative care placement, foster care, therapeutic foster care, medical foster care, foster care supervision, family reunification, residential group care,

intensive residential treatment, post-placement supervision, independent living, adoption, post-adoption, and appropriate related services.

Any person interested in submitting a reply must comply with any and all terms and conditions described in this Invitation to Negotiate (ITN).

1.3 TERM OF THE AGREEMENT

The anticipated start date of the resulting contract is **July 1, 2019**. The anticipated duration of the contract is **five (5) years**. 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:

Florida Department of Children and Families
Yanina Menendez

Mailing Address:
Florida Department of Children and Families
401 NW 2nd Avenue, Suite N-1007
Miami, FL 33128

Yanina.Menendez@myflfamilies.com

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. Mail, or other common courier. Use of email for contact is permitted.

1.5 DEFINITIONS

Specific terms related to this solicitation are defined below. Additional 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>.

Accessible Services – Services that are timely, comprehensive and family-friendly without unreasonable barriers.

Child and Family Services Reviews (CFSR) – A comprehensive federal-state study of each state's performance in child abuse and neglect cases. It examines the performance of the entire state, including the child welfare agency, the courts, and other key agencies. Child and Family Services Review is designed to enable the Children's Bureau to ensure that state child welfare agency practice is in conformity with federal child welfare requirements, to determine what is actually happening to children and families as they are engaged in state child welfare services, and to assist States to enhance their capacity to help children and families achieve positive outcomes.

Child Protection Services - A system of care from the point of entry to exit for all children and families referred from protective investigations and/or the court system for services that ensure safety, well-being and permanency.

Community Alliance – As defined by Subsection 20.19(5) F.S., a community alliance is a group of stakeholders, community leaders, client representatives and funders of human services who provide a focal point for community participation and governance of community-based services.

Community-Based Care (CBC) - Outsourced foster care and related services contracted with community-based **qualified Florida corporation or a governmental entity** to establish an integrated system of child welfare services at the local level.

Community-focused - Planning, management and decision-making should ensure that resources are designed to build on the unique strengths and meet the specific needs of local community.

Cost Allocation Plan - A narrative description of the procedures that the vendor shall use in identifying, measuring and allocating all costs incurred in support of child welfare programs/services administered or supervised by the vendor.

Courtesy Supervision - Case supervision provided by a Lead Agency to a client/family whose case jurisdiction is in another geographic area not covered by the Lead Agency; this includes case supervision of children placed pursuant to the Interstate Compact on the Placement of Children.

Cultural Competence - A set of congruent behaviors, attitudes and policies that allows professionals to work effectively in cross-cultural situations.

Earned Federal Trust Funds - Dollars in the contract that must be earned from the federal government by conducting activities allowable by federal funding sources. These funds are a significant amount of the total budget for every child protection contract and these funds cannot be replaced by state general revenue. Federal earnings are based on the total cost for an allowable activity multiplied by the federal financial participation (FFP) rate up to any contracted cap on the amount of funding available or the allowable cost of a reimbursable activity.

General Appropriations Act (GAA) - The authorization of the Legislature for the expenditure of amounts of money by an agency for stated purposes in the performance of the functions it is authorized by law to perform.

GAA Measure – A performance measure established by the Florida Legislature in the General Appropriations Act to assess agency outcomes in relation to appropriations.

Florida Safe Families Network (FSFN) - The State Automated Child Welfare Information System (SACWIS) for the State of Florida. FSFN is the electronic record for each case. It contains information regarding a particular child and his or her family.

Individualized Services – Services that are delivered in accordance with strengths and needs identified, both by the client and through valid professional assessments, and guided by an individualized case plan. The service needed should be provided at the specific level, intensity and duration needed by the individual family.

Integrated Planning – A planning process that includes interagency planning, resource-shaping and service delivery linked among the Department’s programs and the community’s service agencies. Through a shared philosophy, coordinated intake, service planning, care management and continuity of service provision, the system of care should appear seamless to the child and family. Information systems must be designed to support this approach.

Interstate Compact on the Placement of Children (ICPC) – A cooperative agreement among member states (all 50 states, Washington D.C. and the Virgin Islands) that provides a process through which children are placed in safe and suitable homes in a timely manner; and facilitates supervision of the placement, provision of services, continuing legal jurisdiction for placement and care of the child until child is adopted, emancipated or discharged from out of home care with the concurrence of both the sending and receiving states.

Lead Agency - The qualified Florida corporation or a governmental entity responsible for coordinating, integrating and managing a local system of supports for eligible children and their families. The Community-Based Care Lead Agency is a single entity with which the department has a contract for the provision of care for children in the child protection and child welfare system in a community that is no smaller than a county and no larger than two contiguous judicial circuits. The secretary of the department may authorize more than one eligible lead agency within a single county if doing so will result in more effective delivery of services to children.

Master Trust Fund - Either the Department's Master Trust Declaration, or the designated client trust accounts or sub-accounts created within the Master Trust, as the context requires. The money or property placed in the trust account, or any sub-account for the client is held in trust, administered and disbursed for the benefit of the client in accordance with Sections 402.17 and 402.33, Florida Statutes, the Declaration of Master Trust and Chapter 65C-17, Florida Administrative Code. Funds for the client's needs will be disbursed by the Department or the lead agency, as Trustee, in accordance with Sections 402.17 and 402.33, F.S.

Optimal Program Design - A service program design that represents the most efficient, effective use of funds and that is in the best interest of the state.

Outcome - A measure of the quantified result, impact, or benefit of program tasks on the clients, customers, or users of the services.

Qualified Non Profit Organization - An organization that is registered with the Florida Department of State, Division of Corporations as a nonprofit corporation and is certified as tax exempt under section 501(c)(3) of the Internal Revenue Code.

Quality Assurance - Periodic external review activities conducted by the Department and the lead agency/vendor to assure that the agreed upon level of services is achieved and maintained by the lead agency and its subcontractors. Quality assurance activities will assess compliance with contract requirements, state and federal law and associated administrative rules, regulations, and operating procedures and validate quality improvement systems and findings.

Quality Improvement – Continuous internal improvements in service provision and administrative functions. The systematic on-going process of improving performance, both in process and end of process indicators, in order to meet the customer's valid requirements.

Quality Management Plan – A document that describes an approach to, responsibilities for, and implementation of, quality assurance and quality improvement.

Readiness Assessment – A formalized process to determine that the Community-Based-Care Lead Agency is certified to be ready to deliver all foster care and related services.

Reply - A document submitted in reply to an Invitation to Negotiate procurement document to be considered for contract award as a lead agency for the Department.

State Fiscal Year - The period from July 1 through June 30.

System of Care - A comprehensive continuum of child welfare and related services provided in a specific geographic area that incorporates the local community’s priorities for child safety, well-being and permanency.

Temporary Assistance to Needy Families (TANF) - Federal block grant funds used to provide a very broad range of benefits for the purpose of helping to maintain children in the home of their parent(s) or in the home of an unlicensed relative.

Title IV-E Waiver - The Title IV-E Waiver allows federal IV-E foster care funds to be used for a wide variety of child welfare purposes rather than being restricted to out-of-home care, as normally the case under federal law. This permits funds to be used for child welfare services including prevention, diversion from out-of-home placement through intensive in-home services, reunification, when this can be accomplished safely and permanency as well as for foster care.

1.6 SUPPORTING DOCUMENTATION

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

Subject	Description	Link
What is Community-Based Care?	Department’s CBC Website	http://www.myflfamilies.com/service-programs/community-based-care
Florida’s Center for Child Welfare	Information & Training Resources	http://www.centerforchildwelfare.org/
Federal and State Laws, Regulations and Department Operating Procedures	Authority and Requirements Reference Guide	http://www.dcf.state.fl.us/programs/cbc/docs/CBC%20Authority%20and%20Requirements%20Reference%20Guide.PDF
CBC Contract Documents by reference	General Documents Incorporated by Reference	http://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference
General Information for the Department of Children and Families	Florida Department of Children and Families Website	http://www.myflfamilies.com/
Essential Links for DCF Child Welfare	DCF Child Welfare Information	http://www.myflfamilies.com/service-programs/child-welfare
Vendor Bid System	Search Advertisements on the VBS	http://www.myflorida.com/apps/vbs/vbs_www.search_r2.criteria_form

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://www.myflorida.com/apps/vbs/vbs_www.search_r2.criteria_form.

To find postings at such location:

1. Under "Agency" select Department of Children and Families
2. Scroll down to the bottom of the screen and click on "Advertisement 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)(c), 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 Eastern	Address	Section Reference
ITN advertised and released on Florida VBS:	Thursday March 22, 2018	4:00 pm	DMS VBS Electronic Posting site: http://www.myflorida.com/apps/vbs/vbs_www.search_r2.criteria_form	2.2.1
* Solicitation Conference to be held (PUBLIC MEETING):	Wednesday April 18, 2018	1:00 pm	Visionary Room – Room N1011 Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128	2.6
Submission of written inquiries must be received by:	Friday April 20, 2018	4:00 pm	Attn: Yanina Menendez Procurement Manager Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128 Yanina.Menendez@myflfamilies.com	2.7

Activity	Date	Time Eastern	Address	Section Reference
Anticipated date for posting Department's Response to Inquiries:	Monday April 30, 2018	1:00 pm	DMS VBS Electronic Posting site: http://www.myflorida.com/apps/vbs/vbs_www.search_r2.criteria_form	2.7
Notice of Intent to Submit a Reply	Friday June 1, 2018	1:00 pm	Attn: Yanina Menendez Procurement Manager Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128 Yanina.Menendez@myflfamilies.com	2.8
Sealed Replies must be received by the Department:	Friday June 22, 2018	1:00 pm	Attn: Yanina Menendez Procurement Manager Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128 Yanina.Menendez@myflfamilies.com	2.9, 4.1
* Reply Opening and Review of Mandatory Requirements (PUBLIC MEETING):	Friday June 22, 2018	1:00 pm	Visionary Room – Room N1011 Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128	4.2.2, 5.2
* Debriefing Meeting of the Evaluators and ranking of the replies (PUBLIC MEETING):	Monday July 9, 2018	1:00 pm	Visionary Room – Room N1011 Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128	5.3
Anticipated posting of qualified Vendors (Move Forward/Short-list) for Negotiation:	Tuesday July 17, 2018	4:00 pm	DMS VBS Electronic Posting site: http://www.myflorida.com/apps/vbs/vbs_www.search_r2.criteria_form	5.3.5
Anticipated Oral Presentation period (NOT OPEN TO THE PUBLIC):	July 23 – August 3, 2018	TBD	Visionary Room – Room N1011 Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128	5.4.4.1
Anticipated negotiation period (NOT OPEN TO THE PUBLIC):	August 20– September 28, 2018	TBD	Visionary Room – Room N1011 Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128	5.4

Activity	Date	Time Eastern	Address	Section Reference
* Meeting of Negotiation Team to Develop Recommendation for Award (PUBLIC MEETING):	Wednesday October 18, 2018	1:00 pm	Visionary Room – Room N1011 Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128	5.5
Anticipated posting of Intended Contract Award:	Tuesday October 30, 2018	4:00 pm	DMS VBS Electronic Posting site: http://www.myflorida.com/apps/vbs/vbs www.search_r2.criteria_form	5.5.4
Anticipated Effective Date of Contract:	July 1, 2019	N/A	N/A	1.3
* 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 for the Solicitation Conference, during which comments and questions will be taken from vendors).				

All times in the event schedule are local times for the Eastern 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 inquires 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 inquires 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://www.myflorida.com/apps/vbs/vbs> www.search_r2.criteria_form

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 XI)

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 XI)** is also available at:

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

2.11 DEPARTMENT'S 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

2.11.5.1 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.

2.11.5.2 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

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.

3.1 MINIMUM PROGRAMMATIC SPECIFICATIONS

The selected vendor shall perform the tasks outlined in **APPENDIX IX – THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I** in accordance with all terms thereof, which is being posted on the VBS with this ITN, and incorporated by reference.

3.2 MINIMUM FINANCIAL SPECIFICATIONS

The selected vendor shall be compensated in the manner set forth in **APPENDIX IX – THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I** in accordance with all terms therein, which is being posted on the VBS with this ITN, and incorporated by reference.

3.2.1 Funding Sources

The Lead Agency for Circuit 11 and 16, Southern 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 11 and 16, Southern 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. To receive any State Access and Visitation (SAV) grant dollars, the successful Vendor is responsible for a minimum local community match equal to ten percent (10%) of the SAV 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 **APPENDICES VIII and IX –THE DEPARTMENT’S LEGACY STANDARD CONTRACT and ATTACHMENT I**.

3.2.2 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 **APPENDICES VIII and IX –THE DEPARTMENT’S LEGACY STANDARD CONTRACT, and ATTACHMENT I, Section 4, Method of Payment**, for further details. The CBC CAP Template (FY 2017-18) is maintained on the Department’s website at: <http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments>.

3.2.3 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.

3.3 VENDOR REGISTRATION IN MYFLORIDAMARKETPLACE

To be paid, each vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1.031(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.

3.4 COMPOSITION OF THE CONTRACT

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

3.4.1 THE DEPARTMENT'S LEGACY STANDARD CONTRACT and ATTACHMENT I (APPENDICES VIII and IX)

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 Attachment I contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

3.4.2 FORM PUR 1000 (APPENDIX X)

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.

3.4.3 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.

3.5 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.

3.5.1 APPENDICES VIII and IX – THE DEPARTMENT'S LEGACY STANDARD CONTRACT and ATTACHMENT I

3.5.2 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) hard copies of the Programmatic Reply and one (1) original and seven (7) hard 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. Two (2) electronic copies (each copy on its own write protected USB Flash Drive) 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 for ITN# SNR18FS01ITN and separate Financial Reply for ITN# SNR18FS01ITN – To Become the Lead Agency for Community-Based Care Southern Region – Circuits 11 & 16). The original reply must be clearly marked as the original, and the copies identified and numbered (i.e., original, copy #1 of 7, etc).

4.1.6 Hard-copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper, with no less than 1/2" margins, and using no less than an 11-point font. 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** for the Programmatic Reply and **Section 4.3** for the Financial Reply.

4.1.7 Electronic Copy Format

The required electronic format of the reply is a write protected USB Flash Drive. 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 a write protected USB Flash Drive, 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:

- 4.2.1.1** Title of reply;
- 4.2.1.2** ITN number;
- 4.2.1.3** Prospective vendor's name and federal tax identification number and DUNS#;
- 4.2.1.4** Name, title, telephone number and address of the person who is authorized to bind the vendor to the reply;
- 4.2.1.5** Name of program coordinator (if known); and
- 4.2.1.6** Email address of the Vendor's Point of Contact who can respond to inquiries regarding the reply

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 the 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

4.2.3.1 PROGRAMATIC REPLY

ITN			REPLY	
PROGRAMMATIC REPLY				
ITN Page	Section	Subject	Reply Page(s)	Subject
19	4.2.1	Programmatic Reply Title Page		Programmatic Reply Title Page
TAB 1 – MANDATORY REQUIREMENTS				
ITN Page	Section	Subject	Reply Page(s)	Subject
19	4.2.2	Mandatory Requirements		Certificate of Signature Authority
				Mandatory Certifications
				Tie Breaking Certifications
TAB 2 – TABLE OF CONTENTS				
ITN Page	Section	Subject	Reply Page(s)	Subject
20	4.2.3	Table of Contents		Table of Contents
TAB 3 – EXECUTIVE OVERVIEW <i>(Limited to 5 pages)</i>				
ITN Page	Section	Subject	Reply Page(s)	Subject
25	4.2.4	Executive Overview		Executive Overview

TAB 4 – COMPANY QUALIFICATIONS AND EXPERIENCE (Limited to 10 pages)

QUESTION 1 – SECTION 4.2.5.1 - ORGANIZATION AND GOVERNANCE STRUCTURE

ITN Page	Consideration #	Reply Page(s)	Consideration #
47	APPENDIX VI- VENDOR INFORMATION		APPENDIX VI- VENDOR INFORMATION
146	1		1
146	2		2
147	3		3
147	4		4

QUESTION 2 – SECTION 4.2.5.2 - EXPERIENCE

ITN Page	Consideration #	Reply Page(s)	Consideration #
148	1		1

QUESTION 3 – SECTION 4.2.5.3 - SUBCONTRACTING

ITN Page	Consideration #	Reply Page(s)	Consideration #
149	1		1
149	2		2
48	APPENDIX VII – SUBCONTRACTOR LIST		APPENDIX VII – SUBCONTRACTOR LIST

TAB 5 – SERVICES APPROACH AND SOLUTION (Limited to 125 pages)

**QUESTION 4 – SECTION 4.2.6.1 MANAGEMENT AND ADMINISTRATIVE – GENERAL TASKS
ATTACHMENT I SECTION 1.5.1**

ITN Page	Consideration #	Reply Page(s)	Consideration #
150	1		1
150	2		2
150	3		3
150	4		4
151	5		5
151	6		6
151	7		7

**QUESTION 5 – SECTION 4.2.6.2 COORDINATION WITH OTHER PROVIDERS/ENTITIES
ATTACHMENT I SECTION 1.5.2**

ITN Page	Consideration #	Reply Page(s)	Consideration #
152	1		1
152	2		2

153	3		3
153	4		4
153	5		5
QUESTION 6- SECTION 4.2.6.3 STAFF DEVELOPMENT AND TRAINING ATTACHMENT I SECTION 1.5.3			
ITN Page	Consideration #	Reply Page(s)	Consideration #
154	1		1
154	2		2
154	3		3
QUESTION 7 – SECTION 4.2.6.4 QUALITY ASSURANCE (QA) AND CONTINUOUS QUALITY IMPROVEMENT (CQI) ATTACHMENT I SECTION 1.5.4			
ITN Page	Consideration #	Reply Page(s)	Consideration #
155	1		1
155	2		2
155	3		3
155	4		4
QUESTION 8 – SECTION 4.2.6.5 LICENSING TASKS AND RECRUITING, TRAINING AND RETAINING FOSTER FAMILIES ATTACHMENT I SECTION 1.5.5			
ITN Page	Consideration #	Reply Page(s)	Consideration #
156	1		1
156	2		2
156	3		3
156	4		4
157	5		5
QUESTION 9 – SECTIONS 4.2.6.6 PLACEMENT SERVICES ATTACHMENT I SECTION 1.7.2			
ITN Page	Consideration #	Reply Page(s)	Consideration #
158	1		1
158	2		2
158	3		3
159	4		4

QUESTION 10– SECTIONS 4.2.6.7 and 4.2.6.8 CHILD PROTECTION TASKS, SAFETY MANAGEMENT AND FAMILY PRESERVATION SERVICES ATTACHMENT I SECTIONS 1.6.1 and 1.6.2			
ITN Page	Consideration #	Reply Page(s)	Consideration #
160	1		1
160	2		2
161	3		3
161	4		4
161	5		5
162	6		6
QUESTION 11 – SECTIONS 4.2.6.9 ADOPTION SERVICES ATTACHMENT I SECTIONS 1.7.1			
ITN Page	Consideration #	Reply Page(s)	Consideration #
163	1		1
163	2		2
163	3		3
QUESTION 12 – SECTION 4.2.6.10 LIFE SKILLS DEVELOPMENT AND EDUCATION ATTACHMENT I SECTIONS 1.8.1			
ITN Page	Consideration #	Reply Page(s)	Consideration #
164	1		1
164	2		2
165	3		3
165	4		4
QUESTION 13 – SECTION 4.2.6.11 INDEPENDENT LIVING AND EXTENDED FOSTER CARE ATTACHMENT I SECTIONS 1.8.2			
ITN Page	Consideration #	Reply Page(s)	Consideration #
166	1		1
QUESTION 14 – SECTION 4.2.6.12 HEALTH SERVICES ATTACHMENT I SECTIONS 1.8.3			
ITN Page	Consideration #	Reply Page(s)	Consideration #
167	1		1
167	2		2
QUESTION 15- SECTION 4.2.6.13 PERFORMANCE SPECIFICATIONS ATTACHMENT I SECTION 2			
ITN Page	Consideration #	Reply Page(s)	Consideration #
168	1		1
168	2		2

168	3		3
169	4		4
TAB 6 – CORE TEAM AND STAFFING (Limited to 25 pages)			
QUESTION 16 - SECTION 4.2.7.1 – LEADERSHIP TEAM			
ITN Page	Consideration #	Reply Page(s)	Consideration #
170	1		1
170	2		2
QUESTION 17 – SECTION 4.2.7.2 – DIRECT SERVICE STAFFING ATTACHMENT I SECTION 1.9.1			
ITN Page	Consideration #	Reply Page(s)	Consideration #
171	1		
171	2		
TAB 7 – TRANSITION PLAN (Limited to 20 pages)			
QUESTION 18 – SECTION 4.2.8.1 TRANSITION PLAN ATTACHMENT I SECTION 1.4.5			
ITN Page	Consideration #	Reply Page(s)	Consideration #
172	1		1
172	2		2
172	3		3
172	4		4
172	5		5
173	6		6

4.2.3.2 FINANCIAL REPLY (Limited to 50 Pages)

FINANCIAL REPLY				
ITN PAGE	SECTION	SUBJECT	Reply Page(s)	SUBJECT
28	4.3.1	Financial Reply Title Page		Financial Reply Title Page
TAB A – FINANCIAL INFORMATION ATTACHMENT I SECTIONS 1.9.5 – 1.9.8				
ITN PAGE	SECTION	SUBJECT	Reply Page(s)	SUBJECT
29	4.3.2.1	Financial Management		Financial Management
29	4.3.2.2	Proposed Service Efficiencies and Reinvestment		Proposed Service Efficiencies and Reinvestment
29	4.3.2.3	Ongoing Approach to Reduce Administrative Costs and Expand Services		Ongoing Approach to Reduce Administrative Costs and Expand Services

29	4.2.3.4	Local Match		Local Match
TAB B – BUDGET ATTACHMENT I SECTION 1.9.5 – 1.9.8				
29	4.3.3	Budget		Budget
29	4.3.3	CBC Annual Service by Budget Category – FY 2017-18		CBC Annual Service by Budget Category – FY 2017-18
29	4.3.3	CBC Functional Budget Template – FY 2014-2015		CBC Functional Budget Template – FY 2014-2015

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

The Vendor shall provide a brief executive overview demonstrating an understanding of the ITN Introduction and Statement of Purpose in **Sections 1.1 and 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 ATTACHMENT I (APPENDIX IX)**.

4.2.5 TAB 4: COMPANY QUALIFICATIONS AND EXPERIENCE (Limited to 10 pages)

This section shall address the services in the Introduction and Statement of Purpose in **Sections 1.1 and 1.2** of this ITN, and the Vendor’s ability to provide the services.

4.2.5.1 Organization and Governance Structure. The vendor shall complete **Appendix VI, Vendor Information**, and attach it as the first page of this section. 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 is designed to avoid conflicts of interest. In the case of a newly created entity, describe the structure of the new entity with lines of authority between the new entity and each of its founding agencies, including statewide and corporate affiliations. Include a table of organization and identify key roles including but not limited to, program management, program development, financial management, quality assurance, and information systems. For each key position, include duties and responsibilities. Include a listing of the Board of Directors, their names, affiliations, titles, work addresses, and terms of office. The vendor should state how the vendor intends to employ the board governance process described in **Section 5.9 of APPENDIX IX- THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I**.

4.2.5.2 Experience. The vendor must describe any experience in providing similar services as requested in this ITN and **APPENDIX IX – THE DEPARTMENT’S LEGACY STANDARD CONTRACT 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.

4.2.5.3 Subcontracting. See **THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.9.3)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.9.3)**. The Vendor shall describe its process for subcontracting for services. The description will include prohibited agencies/individuals, the competitive procurement, a payment provision related to Performance

Measures in **Section 2.1. (APPENDIX IX – THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I)**. 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. The Vendor shall provide a detailed description of any work to be subcontracted, including information describing the qualifications and relevant experience of any proposed subcontractors which will demonstrate the subcontractor(s)' ability to successfully complete the work described in this ITN and its appendices, attachments, exhibits and referenced supporting documentation. The Vendor shall complete and attach **APPENDIX VII, SUBCONTRACTOR LIST** for each subcontractor.

4.2.6 TAB 5: SERVICES APPROACH AND SOLUTION

(Limited to 125 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.

4.2.6.1 Management and Administrative – General Tasks

See **THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX-Section 1.5.1)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the section requirements identified in **THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.1)**.

4.2.6.2. Coordination with Other Providers/Entities

See **THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX-Section 1.5.2)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.2)** Replies should include a list of all Memorandums of Agreement(MOA)/Understanding(MOU) and indicate for each MOA/MOU: 1. The type of agreement; 2. The name of the Community Stakeholder(s); 3. The purpose of the MOA/MOU; and 4. The effective and ending dates. Additionally, Replies should include contact information for Service Providers and Community Stakeholders actively engaged in a collaborative partnership with the Vendor.

4.2.6.3. Staff Development and Training

See **THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX-Section 1.5.3)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.3)**.

4.2.6.4. Quality Assurance and Continuous Quality Improvement

See **THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX-Section 1.5.4)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.4)**.

4.2.6.5. Licensing Tasks and Recruiting, Training and Retaining Foster Families

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX-Section 1.5.5)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.5)**.

4.2.6.6. Placement Services

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX-Section 1.7.2)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.7.2)**.

4.2.6.7. Child Protection Tasks

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX-Section 1.6.1)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.6.1)**.

4.2.6.8. Safety Management and Family Preservation Services

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX-Section 1.6.2)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.6.2)**.

4.2.6.9. Adoption Services

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX-Section 1.7.1)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.7.1)**.

4.2.6.10. Life Skills Development Services and Education

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX-Section 1.8.1)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.8.1)**.

4.2.6.11 Independent Living and Extended Foster Care

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX-Section 1.8.2)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.8.2)**.

4.2.6.12 Health Services

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX-Section 1.8.3)**. Demonstration of how the Vendor has successfully addressed the same or similar

issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.8.3)**.

4.2.6.13 Performance Specifications

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 2)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 2)**. The Vendor shall describe the approach to meeting performance targets specified and describe methods by which staff and/or subcontractor agencies will be held accountable for performance targets, including incentives and penalties if applicable. Describe methods to ensure that staff at all levels, and within subcontract agencies, are informed of, and encouraged to achieve, applicable performance targets. Provide a description of the systematic review and improvement from performance.

4.2.7 TAB 6: CORE TEAM AND STAFFING (Limited to 25 pages)

4.2.7.1 Leadership Team. 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 IX – THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I**.

4.2.7.2 Direct Service Staffing. See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.9.1)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.9.1)**. Describe the Vendor's operational approach to the recruitment, training, supervision and retention of qualified direct service personnel. The Vendor shall provide the proposed outline or hierarchical structure with determinations on how staff will be organized by caseload, function and subcontractor duty. Functions to be staffed by Vendor must be clearly demarcated from those proposed for subcontracting. Emphasize practices performed to train, supervise and maintain qualified personnel with the goal of minimal caseload disruption. Define approach to recruitment of culturally diverse staff able to meet the unique cultural needs of the proposed community served. Include all applicable personnel grievance and conflict resolution practices. Explain how the organization, subcontractors and staffing levels will best meet the performance standards required to perform community-based care. Describe the credentials for Human Resources and professional level employees.

4.2.8 TAB 7: TRANSITION PLAN (Limited to 20 pages)

4.2.8.1 See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.4.5)**. The primary goal and guiding principle of transition planning is to ensure child safety and continuity of service to families being served during the transition period. Mutual cooperation among all parties is essential in achieving this goal. All Vendors must submit effective plans to transition to the various potential characteristics of a successor.

4.3 CONTENT OF THE FINANCIAL REPLY (Limited to 50 Pages)

4.3.1 Financial Reply Title Page

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

4.3.1.1 Title of reply;

- 4.3.1.2** ITN number;
- 4.3.1.3** Prospective vendor's name, federal tax identification and DUNS number;
- 4.3.1.4** Name, title, telephone number and address of the person who is authorized to bind the vendor to the reply;
- 4.3.1.5** Name of program coordinator (if known); and
- 4.3.1.6** Email address of the Vendor's Point of Contact who can respond to inquiries regarding the reply

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 Southern 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 must present an organizational strategy to ensure continuous financial viability.** 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. The Vendor must also provide copies of any management letters and results from audited financial statements.

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 3.2.1** 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 submitted by functional area and then totaled where appropriate. The Vendor shall use the spreadsheet models provided to submit the responses using the forms identified below.

1. CBC Fiscal Attachments:

<http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments> CBC Annual Service by Budget Category – FY 2017-18

2. CBC Fiscal Attachments Archive:

<http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments-archive> CBC Functional Budget Template – FY 2014-2015

Each Vendor shall complete all sections of the CBC Annual Budget by Service Category– FY 2017-2018 and the CBC Functional Budget Template–FY 2014-2015. The completed spreadsheets must be submitted in the original reply in a hard copy format as well as included in the electronic Financial Reply. The electronic response of the completed spreadsheets must be submitted as both a Microsoft Excel 2007 version and an Adobe Acrobat PDF file format. The budget totals should be based on available funding projections, if any (**APPENDIX XII, SCHEDULE OF FUNDS**), 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 XI**, 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 of the reply or other submittal by the Department, 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.– SNR18FS01ITN, 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.

4.5 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 to the State of Florida, based on the selection criteria set forth in **Section 5.1**.

5.1 SELECTION CRITERIA

The following Selection Criteria shall apply for this ITN:

Criteria
<ul style="list-style-type: none">• The vendor’s company structure, subcontractors, and experience to deliver its proposed solution/services including the vendor track record providing services similar to the one specified in this ITN.
<ul style="list-style-type: none">• The vendor’s articulation of its solution/services, the Vendor’s capability, 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 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 for this ITN are set forth in **APPENDIX V**.

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

5.2.2 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 found in **APPENDIX XIII – EVALUATION MANUAL**:

Criteria	Relative Value
<ul style="list-style-type: none"> • The Vendor’s company structure, subcontractors, and experience to deliver its proposed solution/services including the Vendor track record providing services similar to the ones specified in this ITN. 35 Points. <ul style="list-style-type: none"> ○ Company Qualifications and Experience <ul style="list-style-type: none"> ▪ Organization and Governance Structure – 20 pts ▪ Experience – 5 pts ▪ Subcontracting – 10 pts <p>(Appendix XIII- EVALUATION MANUAL - Questions 1-3)</p>	1.36%
<ul style="list-style-type: none"> • Vendor’s articulation of its solution/services, the Vendor’s capability, and the ability of the solution/services to meet the requirements of this ITN and provide additional value. 1,390 Points. <ul style="list-style-type: none"> ○ Services Approach and Solution <ul style="list-style-type: none"> ▪ Management and Administration-General Tasks– 110 pts ▪ Coordination with Other Providers/Entities – 60 pts ▪ Staff Development and Training – 50 pts ▪ Quality Assurance and Continuous Quality Improvement – 100 pts ▪ Licensing Tasks & Recruitment, Training & Retaining of Foster Families – 310 pts ▪ Placement Services – 215 pts ▪ Child Protection, Safety Management & Family Preservation - 340 pts ▪ Adoption Services – 250 pts ▪ Life Skills Development and Education – 175 pts ▪ Independent Living and Extended Foster Care – 125pts ▪ Health Services – 175 Pts ▪ Performance Specifications - 175 pts <p>(Appendix XIII- EVALUATION MANUAL - Questions 4-15)</p>	80.97%
<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. 245 Points. <ul style="list-style-type: none"> ○ Core Team and Staffing <ul style="list-style-type: none"> ▪ Leadership Team – 55 pts ▪ Direct Service Staffing – 250 pts ▪ Transition Plan– 150 pts <p>(Appendix XIII- EVALUATION MANUAL - Questions 16 - 18)</p>	17.67%
<ul style="list-style-type: none"> • The Vendor’s financial management approach, proposed budget and related financial information. ○ 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 to the State of Florida. 	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	Points Received	Rank
Company A	2,500	2
Company B	2,525	1
Company C	2,335	3*
Company D	2,250	5
Company E	2,335	3*

**In the event that multiple firms have the same 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/Short List on the VBS at: http://www.myflorida.com/apps/vbs/vbs_www.search_r2.criteria_form. 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/Short 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/Short 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/Short 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://www.myflorida.com/apps/vbs/vbs_www.search_r2.criteria_form.

5.4.2 Goal of Negotiations

The negotiation process is intended to enable the Department to determine which vendor presents the best value to the State of Florida, whether and with whom it will contract, and to establish the principal terms and conditions of such contract. There may 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), in its sole discretion, the Department 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:

- 5.4.4.1** Schedule oral presentations with any or all responsive vendor(s);
- 5.4.4.2** Schedule additional negotiating sessions with any or all responsive vendor(s);
- 5.4.4.3** Require any or all responsive vendor(s) to provide additional or revised replies and detailed written proposals addressing specified topics;
- 5.4.4.4** Require any or all responsive vendor(s) to provide a written best and final offer;
- 5.4.4.5** Require any or all responsive vendor(s) to address services, prices, or conditions offered by any other vendor;
- 5.4.4.6** 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;
- 5.4.4.7** Pursue the division of contracts between responsive vendor(s) by type of service or geographic area, or both;
- 5.4.4.8** 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);
- 5.4.4.9** Decline to conduct further negotiations with any vendor;
- 5.4.4.10** Reopen negotiations with any vendor;
- 5.4.4.11** 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;
- 5.4.4.12** Review and rely on relevant information contained in the replies received pursuant to **Section 4**; and
- 5.4.4.13** 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

- 5.4.5.1** Negotiations between the Department and vendors are not open to the public pursuant to subsection 286.0113(2), Florida Statutes.

5.4.5.2 Negotiation strategy meetings of the Department's Negotiation Team are exempted by subsection 286.0113(2)(a), Florida Statutes.

5.4.5.3 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 of Florida 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 to the State of Florida 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 to the State of Florida. 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:

5.5.3.1 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;

5.5.3.2 Divide the work among Vendors by type of service or geographic area, or both;

5.5.3.3 Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and

5.5.3.4 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://www.myflorida.com/apps/vbs/vbs_search_r2.criteria_form. 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:

5.5.5.1 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).

- 5.5.5.2** 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.
- 5.5.5.3** To post a notice of withdrawal of award in the event that the selected Vendor fails to execute the contract, defaults in performance, or if the Department determines, as a result of the Readiness Assessment, that the selected Vendor is unable to deliver all foster care and related services. In such event, the Department reserves the right to re-procure services in accordance with Rule 60A-1.006(3) Florida Administrative Code.
- 5.5.5.4** To schedule additional negotiation sessions after the 2019 Legislative session ends in order to incorporate any new Legislative requirements.
- 5.5.5.5** To require the successful Vendor to amend their contract to incorporate any revisions to the Standard Legacy Contract or any of its attachments and/or exhibits that are subsequently developed and issued by the Office of Child Welfare.

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 "**To Become the Lead Agency for Community-Based Care in the Southern Region – Circuits 11 & 16,**" ITN No. **SNR18FS01ITN.**

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 # SNR18FS01ITN, 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 # SNR18FS01ITN.</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 # SNR18FS01ITN (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 (m) 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>		
Check the applicable box next to the title to each certification:		
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:
a. Certification of binding Reply and Acceptance of Terms of ITN and Contract Document		
<p>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>		

APPENDIX III: VENDOR'S CERTIFICATIONS

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.
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.
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.

APPENDIX III: VENDOR'S CERTIFICATIONS

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.

APPENDIX III: VENDOR'S CERTIFICATIONS

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.

APPENDIX III: VENDOR'S CERTIFICATIONS

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.

APPENDIX III: VENDOR'S CERTIFICATIONS

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 # SNR18FS01ITN (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 (n) 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:

- m. Certification of a Certified Minority Business Enterprise**
- n. Certification of a Service Disabled Veteran's Business Enterprise**
- o. Certification of a Florida Business**
- 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:
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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 Florida Certified 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		
SNR18FS01ITN To Become the Lead Agency for Community-Based Care in the Southern Region – Circuits 11 & 16		
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:
1. Was the reply received by the date and time specified in the ITN and at the specified address? <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail Comments:		
2. Does the reply include the following?		
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
3. Is the “True” box in the Master Certification checked for each of the following?		
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 & 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
The reply includes the following “tie breaker” certification documents:		
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
Comments:		
4. Has the Department verified that the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List?		
<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail		
Comments:		

APPENDIX VI: VENDOR INFORMATION

Full Legal Name of the Business:			
Federal Employer Identification #:		DUNS Number:	
Country and State of Incorporation:			
Principle Place of Business:			
Brief description of 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:			
Brief description of Vendor's principal type of business, history, and what uniquely qualifies the subcontractor for the work described in this ITN:			
Statement of whether 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.			
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 XI , Section 6 of the PUR 1001. Address both personal and organizational conflicts.			
Reservations the Vendor must make if unable to certify completely all of the items in APPENDIX XI , 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.			
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.			
Statement of whether the Vendor is proposing to use any subcontractors to perform the work described in this ITN and APPENDIX IX – THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I.			

*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: 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 Number ____ Of ____	
Full Legal Name of the Business:	
Federal Employer Identification #:	DUNS Number:
Country and State of Incorporation:	
Principle Place of Business:	
Description of Subcontractor'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:	
Brief description of Subcontractor's principal type of business, history, and what uniquely qualifies the subcontractor for the work described in this ITN:	
Statement of whether the Subcontractor 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.	
Identification of any potential or actual conflicts of interest that might arise for the Subcontractor as a result of contract award to the Subcontractor, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by APPENDIX XI , Section 6 of the PUR 1001. Address both personal and organizational conflicts.	
Reservations the Subcontractor must make if unable to certify completely all of the items in APPENDIX XI , Section 9 of the PUR 1001 entitled "Representation and Authorization." If no reservations are made in this section of the reply, the subcontractor shall be deemed to attest to the truth of all of listed items and the Department may rely upon them.	

Duplicate table as required.

*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 VIII - THE DEPARTMENT'S LEGACY STANDARD CONTRACT

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.j 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 (names, 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.**

APPENDIX VIII - THE DEPARTMENT'S LEGACY STANDARD CONTRACT

- 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.
9. **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 26.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 768.28, 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 768.28(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

APPENDIX VIII - THE DEPARTMENT'S LEGACY STANDARD CONTRACT

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 112.061, 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,

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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 latter 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(i)(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.

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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 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.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

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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.

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- 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) 643-8459.
- 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 60 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. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for

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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, 384.4615, 397.501, 409.821, 409.175, 410.037, 410.805, 414.295, 415.107, 415.295, 741.3165 and 918.107, 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)(viii) 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

APPENDIX VIII - THE DEPARTMENT'S LEGACY STANDARD CONTRACT

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/ig/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: _____
 Title: _____
 Date: _____

Signature: _____
 Print/Type Name: _____
 Title: _____
 Date: _____

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

STATE AGENCY 29 DIGIT FLAIR CODE: _____
 Federal Tax ID # (or SSN): _____ Provider Fiscal Year Ending Date: ____/____/____

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 (insert #)/ (insert name(s)) 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, safety management 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, 65C-41 through 65C-43, 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

Pursuant to Section 409.988(1)(a), Florida Statutes, the Lead Agency will identify services being provided to the children and families served. The Lead Agency and the Department shall complete an assessment of current services provided, identify any needed services not presently provided and what would be required to provide the services. The assessment will include a review of family support services, safety management services, treatment services, and child well-being services to address the complex needs of all children, including teens, and caregivers served within their local systems of care. The Lead Agency and the Department will identify gaps in services being provided and the reason for such gaps. Once gaps are identified, the Lead Agency may elicit the assistance of the Department in securing the resources to fill the identified gaps in service, and the Department will have an opportunity to review the supporting data collected by the Lead Agency prior to providing assistance.

1.4.2 Mitigating Financial Risk To The Lead Agency

The Community-Based Care Risk Pool process established by section 409.990(7), F.S., will be used to mitigate the financial risk to the Lead Agency, regardless of the funding level of the Risk Pool. Should available Risk Pool resources be insufficient to meet the needs of the Lead Agency and other approved applicants, the Lead Agency will work with the Department to pursue additional funding through other available resources, including the Florida Legislature, taking into consideration the unmet needs of other approved

applicants. The Lead Agency shall submit to its respective Department Regional Managing Director a Plan for Financial Viability (Plan) by August 15. The Department will establish the criteria that must be contained in the Plan. The Lead Agency will submit to the Department quarterly reports on the implementation status of the submitted Plan, and once a year, an annual summary implementation report will be due August 1 of each subsequent year. Any lead agency that requests additional funding for two consecutive fiscal years will be subjected to an internal audit by the Department. The Secretary will designate the team members to perform such audit.

1.4.3 Compliance with all state laws and rules, federal laws and regulations, etc.

The Lead Agency will comply with and ensure that all of its subcontractors will comply with all state laws and rules, federal laws and regulations, Department Operating Procedures (CFOP's) or Department-approved Lead Agency policies and procedures, Department policy memos, and Practice Guidelines, as they may be promulgated or amended. The Department has prepared the CBC Authority and Requirements Reference Guide (see Exhibit A) as an informal aid, but the Lead Agency has an independent obligation to identify and understand all state laws and rules, federal laws and regulations and Department CFOPs. 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 clients. Department policy memos will be issued through the contract manager to the Lead Agency's designated official point of contact. The Lead Agency point of contact will submit proposed policies and procedures for review and approval to the contract manager. The Department will respond to the Lead Agency's request for policy approval within a reasonable time period in support of Lead Agency continuity of operations. If the Lead Agency objects to implementation of a Department policy memo or operating procedure within 30 days of receipt of Department notice thereof, it shall identify the basis for such objection which may include, but is not limited to, impact to provision of services for all children or increased financial obligation that cannot be met. The Department will respond to such objection within thirty (30) days of receipt. If the Department determines that it will still seek implementation of the contested policy memo or operating procedure, the Lead Agency may seek review by the appropriate Director or the Office of Child Welfare, Assistant Secretary or Deputy Secretary, or who will be the final decision-maker on the issue. Department-approved Lead Agency policies and procedures shall be valid for the term of the contract, updating as necessary to align with changes in statute, rule and operating procedures.

- 1.4.4** The Department will consult with the Lead Agency regarding pending lawsuits that may affect services under this Contract but will have no obligation to the Lead Agency to undertake or change any position in the case. The Lead Agency shall comply with any requirements imposed by an applicable court order or settlement related to such lawsuits. Verified increases in costs resulting therefrom will be considered under Section 1.4.2.

1.4.5 Transition Plan

The Lead Agency shall submit a transition plan six (6) months prior to any contract ending date unless notified by the Department that it intends to renew or extend the

contract. If a new provider is awarded the contract, the Lead Agency will meet with the Department and new contracted Lead Agency to develop a mutually agreed upon transition plan.

1.5 Service Task List: Management

1.5.1 General

- 1.5.1.1 The Lead Agency shall implement policies and procedures and monitor compliance to ensure that the provision of all services is fully documented in the child's master file in the Florida Safe Families Network (FSFN). 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.

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 (insert applicable region) 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 (insert applicable region) Regional Managing Director are unable to agree.

The delineation of FSFN documentation responsibilities between the Lead Agency and Sheriff's Office Child Protective Investigators is to be negotiated within the Circuits by the Lead Agency and the Sheriff's Office responsible for Child Protective Investigations, where applicable. If the parties are unable to agree, they may confer with the Regional Managing Director regarding the delineation of FSFN documentation responsibilities. The Regional Managing Director or designee will make a final determination when the Lead Agency and Sheriff's Office are unable to agree.

- 1.5.1.2 The Lead Agency shall comply with all activities related to information systems in accordance with the "Community-Based Care Information System Requirements" (See Exhibit A).
- 1.5.1.3 The Lead Agency and its subcontractors shall be responsible for ensuring that all approved mobile devices used to connect to the Department's network or systems will at all times have appropriate security measures implemented per requirements in Chapter 74-2.003, F.A.C., and CFOP 50-2 Chapter 4 to protect all data.
- 1.5.1.4 The Lead Agency shall ensure transportation of children under the supervision of the Department in out of home care 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, and Chapter 41-2, F.A.C., if public funds provided under this Contract will be used to support client transportation.
- 1.5.1.5 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, as per CFOP's 170-15, 175-59 and

175-71. The Department will exercise reasonable cooperation and will not take action to impair the Lead Agency's ability to maximize such funds. The Lead Agency and its subcontractors shall maintain client eligibility records and make them available in a timely manner for federal and state audits. 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 to be submitted to the contract manager for review prior to execution of the plan by the Lead Agency. The plan must provide for a mechanism to perform ongoing reviews for accuracy in federal funding eligibility requirements, documented in FSFN Eligibility Module & Case Notes (See Exhibit B- Federal Funding Annual Eligibility Monitoring Report (Template)).
 2. Conduct file reviews annually and document the results in the FSFN note feature. Samples of cases shall be drawn from FSFN 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
- 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 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.
- 1.5.1.8 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.

1.5.2 Coordination with Other Providers/Entities

- 1.5.2.1 The Lead Agency shall work in partnership with local agencies on the implementation and ongoing management of local interagency or working agreements.
- 1.5.2.2 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, local housing authorities, local work force initiatives, and other local organizations in order to fully implement the requirements of the local child welfare 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 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.
- 1.5.2.4 The Lead Agency shall assist the Department's regional staff in developing interagency working agreement(s) with Federally Qualified Health Care Centers or Rural Health Care Centers that are located in its area of operation to 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. The Lead Agency may be exempted from this requirement if it can show the Department's regional staff that it has an alternative plan in place that addresses all of the foregoing areas.
- 1.5.2.5 The Lead Agency shall work in partnership with the Department and its local Managing Entity on the development and implementation of a working agreement addressing the integration of child welfare and behavioral health.
- 1.5.2.6 The Lead Agency shall participate in local Leadership Teams formed to complete the Integration Self-Assessment and shall partner with the Department and the local Managing Entity in completion of local Plans of Action.

- 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 services and support, 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, shall comply with the requirements of Chapter 65C-43, F.A.C., and shall ensure access to specialized service programs for minor victims of commercial exploitation, based on the victim's individual needs.
- 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 "Children's Legal Services (CLS)" (see Exhibit C), 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, including training on determining client eligibility for federal funding per section 1.5.1.5.

- 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 Lead Agency 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. 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. (See Exhibit B) The plan must be completed using the Annual Staff Development and Training Plan Template (See Exhibit B).

1.5.3.2 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 them 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. Reports must be submitted using the Quarterly Training Template (See Exhibit B).

1. 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" (See Exhibit B).
2. 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.

1.5.3.3 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)(e), F.S., and adhere to the Partnership Plan for Children in Out-of-Home Care (see Exhibit A). Pre-service and in-service training shall include educational opportunities for out-of-home caregivers on decision-making related to application of a Reasonable and Prudent Parent Standard for

children in care, the responsibilities related to providing care for transitioning foster care youth, and all other educational opportunities related to enhancing an out-of-home caregiver's ability to provide quality care. All training parent pre-service 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.

- 1.5.3.4 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. All reporting of ethics violations complaints must be submitted in writing, on The Florida Certification Board (FCB) Ethics Complaint Form (See Exhibit A), within no more than 30 calendar days of becoming aware of the allegation.

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 operate a comprehensive QA/CQI program to address oversight and accountability of the child welfare services continuum. The lead agency shall ensure there is capacity and resources to sustain ongoing CQI processes, including designated CQI staff. All activities shall comply with the most recent version of the Department's "Windows into Practice: Guidelines for Quality Assurance Reviews" to fulfill the Department requirements for a comprehensive CQI system (see Exhibit A). 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 Child Welfare website. If the Lead Agency objects to implementation of a new provision of an element of the Windows Into Practice, the Chief Executive Officer shall, within 30 days of receipt of Department notice thereof, identify in writing the basis for such objection which shall include the impact to the provision of services for all children or increased financial obligation that cannot be met. The Department will respond to such objection within thirty (30) days of receipt. If the Department determines that it will still seek implementation of the contested provision, the Lead Agency may seek review by the Director of Child Welfare Performance and Quality Management. If the parties do not agree to the resolution, the issue may be escalated to the Assistant Secretary for Child Welfare or Deputy Secretary, who will be the final decision-maker on the issue.

- 1.5.4.1 The Lead Agency shall attend quarterly meetings with the Department to collaborate on federal and state QA and CQI initiatives.

- 1.5.4.2 The Lead Agency agrees to collaborate in special reviews as deemed necessary by both parties.

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 "Adoption of the Attestation Model for Family Foster Home Licensing" (see Exhibit A). 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. See the "Attestation of Foster Home Licensure Form," the "Licensing Standards Checklist for 24-hour Family Care" and the "Application for License to Provide Out-of-Home Care for Dependent Children" (see Exhibit A).
- 1.5.5.3 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.
- 1.5.5.4 Conduct foster care referral reviews in FSFN 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 whenever feasible will assist the Department's Regional Licensing Staff with the review of intakes with allegations against staff at group homes or foster parents who are under contract with the Lead Agency and located within the service delivery area. The Lead Agency will also respond to the conclusions of the investigation and identify any corrective action needed.
- 1.5.5.5 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.
- 1.5.5.6 Provide copies of licensing records to the Department, within a mutually agreed upon reasonable time when requested.
- 1.5.5.7 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.

Placements must be done in accordance with Rule 65C-13.025(2)(a), F.A.C.

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, or as otherwise requested by the Department, 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 (and ensure its subcontractors pay the cost) of background screening for their respective employees, foster and adoptive parents, and relative and non-relative caregivers providing care for children for placements they have initiated. 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, including subcontracted providers, are appropriately background screened. Volunteer is defined as any individual who assists for more than 10 hours per month or any individual who assists on an intermittent basis for less than 10 hours per month but is not in the line of sight of a person who meets the screening requirement of this section. The Lead Agency is also responsible for establishing local protocols for background screening of informal safety plan providers as a result of safety plan modifications after case transfer. Criminal history checks of informal safety plan providers are limited to state and local records which do not require fingerprints.
- 1.5.6.6 The Lead Agency and its subcontractors shall comply with the Cost of Living Increase 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 documentation of all services in the child's FSFN master file.

- 1.6.1.2 Provision of availability of services upon receipt of each case and documentation of actions taken in relation to provision being made available for each specific service identified in the plan. Should information that does not impact the safety determination be incomplete, the Lead Agency shall not delay provision of available services while the CPI is collecting the necessary information. Transfer of primary responsibility shall occur upon completion of the Family Functioning Assessment (FFA).
- 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.
- 1.6.1.4 Development with the Department of a community process for responding to Parent Needs Assistance referrals that are not investigations, but which require prevention services.

1.6.2 Safety Management and Family Preservation Services

- 1.6.2.1 The Lead Agency shall provide Safety Management Services and ensure that safety plans are managed during ongoing case management following case transfer.
- 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 that cannot be accommodated by informal supports, the Lead Agency will facilitate access to an array of formal Safety Services. .
- 1.6.2.3 The Lead Agency is responsible for working in partnership with the Department to fully implement and operationalize the Child Welfare Practice Model (CFOP 170-1).

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, the Lead Agency shall maintain Adoption Exchange website information on a continual basis.
- 1.7.1.4 Providing pre- and post-adoption support services to adoptive families, including 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.

- 1.7.1.4.1 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.
- 1.7.1.4.2 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 FSFN 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" (See Exhibit A) 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 who 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 ensuring that the prospective adoptive parents complete and sign DCF Disclosure Form 5328(See Exhibit A) .
- 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 Licensing of family foster homes in accordance with section 409.175, F.S., and Chapter 65C-13, F.A.C.
- 1.7.2.3 Achievement and maintenance of 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 Ensuring 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 Securing, approving, and reviewing all relative and nonrelative-placements under the Lead Agency's supervision in accordance with 65C-38.002, F.A.C., and compliance with section 39.5085, F.S. Placement of children should adhere to federal requirements for the 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 in accordance with Chapter 39, F.S., prior to placement of the child with anyone.

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 FSFN.

- 1.7.2.6 Coordinating and collaborating 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. In carrying out these activities the Lead Agency shall comply with 42 U.S.C. 622, 629h, 638, 670-679b, and the

Interstate Compact on Adoption and Medical Assistance. The Lead Agency agrees to comply with future Interstate Compacts executed by Florida.

1.8 Service Task List: Well-Being

1.8.1 Life Skills Development Services and Education

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 until addressed in Department rule or CFOP per section 1.4.3:

- 1.8.1.1 Provide services designed to best prepare children for school with an emphasis on high school graduation, postsecondary education, and employment.
- 1.8.1.2 Ensure stability of children in their same school if reasonably possible, unless remaining in the school of origin it is not in the best interests of the child, in compliance with 20 U.S.C. 6311(g)(1)(E).
- 1.8.1.3 Document and upload in FSFN and provide to the child's school the factors considered in determining whether or not a child remaining in the school of origin is in the child's best interest, in compliance with 20 U.S.C. 6311(g)(1)(E). The decision-making for determining whether it is in the child's best interest to remain in the school of origin shall include the child welfare professional, school representative, guardian ad litem, child and child's parent of guardian.
- 1.8.1.4 Work toward readiness of children to learn when entering school.
- 1.8.1.5 Promote, encourage and facilitate full participation, where possible in extracurricular activities if youth desires.
- 1.8.1.6 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.
- 1.8.1.7 Support active student involvement in their educational planning.
- 1.8.1.8 Provide at each Judicial Review, information on the child's educational progress as well as reasons for school change as appropriate.
- 1.8.1.9 Include the local school district's point of contact in all staffings that may affect the child's school stability, in compliance with 20 U.S.C. 6311(g)(1)(E). The Lead Agency must make every effort to assist the enrolling school in obtaining the child's records and provide the school all educational records available to the Lead Agency. The Lead Agency shall designate a point of contact to collaborate with the local school district's point of contact to ensure school stability for children in out-of-home care.
- 1.8.1.10 Create, implement and monitor compliance with all transition plans.

1.8.2 Independent Living and Extended Foster Care

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 expended on these 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 42 U.S.C. 6422(b)(15)(A) and Chapter VIII of The "Health Care Oversight and Coordination Plan within the Child and Family Services Plan" (see Exhibit A). 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 of Attachment I, involving those clients identified in section 1.2 of Attachment I.

1.8.3.2 The Lead Agency shall determine suitability of dependent children for placement or maintenance in residential treatment for mental health conditions in accordance with the "Suitability for Residential Placement Guidelines," and the "90-Day Assessment of Suitability of a Child for Residential Treatment" (see Exhibit A).

1.8.3.3 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. 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, the Lead Agency will comply with the "Guidance Document for Use of 100806 Funds (Purchase of Therapeutic Services for Children)" (See Exhibit A), and submit the "Report on Therapeutic Services for Children (100806 Fund) Expenditures" (See Exhibit B).

1.8.3.4 Pre-Consent Reviews are required to be completed on all children under 11 years of age who are prescribed two or more psychotropic medications.

1.9 Service Task List: Administrative**1.9.1 Staffing Requirements**

- 1.9.1.1 The Lead Agency and its subcontractors shall continuously endeavor to provide an adequate number of qualified and trained staff 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 conform to its own human resource policies 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. 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-33, 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:
- 1.9.3.1.1 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;
 - 1.9.3.1.2 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;
 - 1.9.3.1.3 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;
 - 1.9.3.1.4 The person or entity has had a contract terminated by the Department for a failure to satisfactorily perform or for cause; or
 - 1.9.3.1.5 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. 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 (see Exhibit B)." In addition, the Lead Agency shall ensure any reconciliation between funds disbursed by OCA to actual expenditures by OCA is reported, at least quarterly, to the "CBC Monthly Actual Expenditure Report" (See Exhibit B).
- 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," developed and distributed by the Florida Coalition for Children (See Exhibit A), 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" (See Exhibit A).

1.9.5 Budget Design and Earning Requirements

1.9.5.1 Cost Allocation Plan

1. The Lead Agency shall submit an initial **Cost Allocation Plan** (see Exhibit B) within 30 days of execution and a revised Cost Allocation Plan to the Contract Manager annually by August 31, unless otherwise extended in writing by the Department.
2. The Department will review the Cost Allocation Plan and provide written comments within 30 days of submission. The Lead Agency must submit a revised Cost Allocation Plan, addressing any revisions required by the Department within 15 days of the date of the Department's written response, unless extended in writing by the Department.
3. The Lead Agency shall submit a revised Cost Allocation Plan whenever the Lead Agency:
 - a. Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source (for example, when a new OCA is added, when a new outside funding source contributes to the Lead Agency's operational revenue or when an existing funding source is discontinued);
 - b. Makes internal organizational changes that affect the cost allocation methodology;
 or

- c. Makes any changes in the allocation of costs relative to funds provided under this Contract and other outside sources.
4. The Lead Agency may request to amend or revise its Cost Allocation Plan at any time during the state fiscal year, in writing to the Contract Manager. The Lead Agency shall submit the amended or revised Cost Allocation Plan within 20 days of providing written notification. The Department will review and provide written comments within 15 days of submission. The Lead Agency must submit a revised Cost Allocation Plan, addressing any revisions required by the Department, within 15 days of the date of the Department's written response, unless extended in writing by the Department.
 - 1.9.5.2 The Lead Agency is responsible for documenting federal earnings.
 - 1.9.5.3 The Lead Agency is responsible for documenting state earnings for the state funds in the Independent Living Program and Maintenance Adoption Subsidies.
 - 1.9.5.4 The budgeted amount for each fiscal year in Section 4.1.1 must be equivalent to the amount identified in the Schedule of Funds for that fiscal year (Attachment II-A through E). "Planned Uses of State Funds Carried Forward" (See Exhibit B) 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.
 - 1.9.5.5 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 (See Exhibit B) as a supplement to the CBC Monthly Actual Expenditure Report (see Exhibit B) 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.
 - 1.9.5.6 A new "CBC Annual Budget by Service Category" form (see Exhibit B) 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. 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.

1.9.6 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 Cost

Allocation Plan. 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 (See Exhibit A).

1.9.7 Match Requirements

To receive any Promoting Safe and Stable Families (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 the Lead Agency 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.

- 1.9.8 The Lead Agency shall maintain such records and provide such reports as necessary to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards. A list of citations with brief explanations is provided in the Federal Uniform Grant Guidance (See Exhibit A).

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. 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 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” (See Exhibit A) 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 toward 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., 7/1/2019 to 9/30/2019 for the September 2019 report).

APPENDIX IX

THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I

Ref#	Measure Description	Standard	Frequency of Measurement
2	Number of children with finalized adoptions between July 1 and June 30.	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., 7/1/2019 to 9/30/2019 for the September 2019 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., 7/1/2019 to 9/30/2019 for the July to September 2020 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., 7/1/2019 to 9/30/2019 for the September 2019 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., 7/1/2019 to 9/30/2019 for the September 2019 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.

APPENDIX IX
THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I

Ref#	Measure Description	Standard	Frequency of Measurement
			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 who 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., 10/1/2019 to 8/31/2020 for the September 2020 report).

2.2 Performance Evaluation Methodology

The performance evaluation methodology for statewide measures is described in the “Community-Based Care Performance Measures Methodology Document” (See Exhibit A).

2.3 Pursuant to section 409.988(1)(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 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 B, Reports.

3.4 Department Determinations

Subject to the provisions of Section 5.2., Dispute Resolution, the Department has the sole right to assess and determine the completeness and acceptability of services, reports and fiscal records according to the terms 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. The method of payment is per section 409.990(1), F.S. 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 (Attachment IIA), which identifies the amount of the Federal and grant sources, will be amended into this Contract at the beginning of each fiscal year, and the total contract amount will be adjusted accordingly. The attached Schedule of Funds provides as follows:

Attachment II-A, Fiscal Year 19-20	\$ TBD
Attachment II-B, Fiscal Year 20-21	\$ TBD
Attachment II-C, Fiscal Year 21-22	\$ TBD
Attachment II-D, Fiscal Year 22-23	\$ TBD
Attachment II-E, Fiscal Year 23-24	\$ TBD

Service Unit	Fixed Payment	# of Units	Total Amount
One Month of Child Welfare and Related Services (7/01/19 - 6/30/20)	Contract Manager to update	12	Contract Manager to update
One Month of Child Welfare and Related Services (7/01/20 - 6/30/21)	Contract Manager to update	12	Contract Manager to update
One Month of Child Welfare and Related Services (7/01/21 - 6/30/22)	Contract Manager to update	12	Contract Manager to update
One Month of Child Welfare and Related Services (7/01/22 - 6/30/23)	Contract Manager to update	12	Contract Manager to update

One Month of Child Welfare and Related Services (7/01/23 - 6/30/24)	Contract Manager to update	12	Contract Manager to update
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These amounts are subject to increase, via contract amendment, according to the terms specified in Section 4.4., Renegotiation. State 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, so that payment for costs in excess of the funding provided is only available from state funds or other outside funding sources.

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. 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 In the event that the fiscal year contract value is changed during the year, advance payments shall 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. Per section 216.181(16)(b), F.S., the Lead Agency shall temporarily invest surplus advanced funds in an insured account or an interest bearing account and return any interest earned to the Department periodically or no later than 45 days after the end of the contract (including any renewals). Any interest earnings must be documented on an “Interest Earned Quarterly Report” (See Exhibit B).
- 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 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 reasonable and prudently incurred cost principles. Reimbursement remains subject to any contract terms relating to performance and other conditions affecting compensation.
- 4.2.2 Compensation pursuant to section 409.990(4), F.S., 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, prepared on the Lead Agency’s letterhead in the format described in the “CBC Invoice” (see Exhibit B). In addition, the following documentation is required, with each submission of an invoice; unless an exception is specified in Exhibit B- Reports:

4.3.1.1 Prior Month “CBC Monthly Actual Expenditure Report” (see Exhibit B).

4.3.1.2 “Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports” (see Exhibit B).

4.3.1.3 “Child Access and Visitation Grant Monthly Match Funds Report” (see Exhibit B).

4.3.1.4 FSN-generated OCA Summary and Detail Report (see Exhibit B).

4.3.1.5 A reconciliation between the amounts reported by the Lead Agency on the CBC Monthly Actual Expenditure Report and the OCA Summary and Detail Report where a difference in total by OCA is identified. The reconciliation shall be completed on the “FSN to CBC Monthly Expenditure Report Reconciliation Template” (see Exhibit B).

4.3.1.6 Failure to submit required documentation shall cause payment to be delayed until such documentation is received.

4.3.1.7 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.

4.3.1.8 Monthly Trial Balance and Detailed General Ledger from the Lead Agency’s accounting system and any other reports necessary to support expenditures reported via the CBC Financial Application in total and by cost pool (OCA). The Detailed General Ledger must be submitted in a flat file format in Excel or other importable format.

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 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.

4.6 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 unless the lead agency can demonstrate a specific reliance on technical assistance from the Department. Prior to such consideration, the Lead Agency must be able to demonstrate that the request for technical assistance was made in writing as a formal request for technical assistance through the appropriate contract manager, the technical assistance was provided in writing and the technical assistance was the direct cause of the disallowance.

4.7 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.

4.8 MyFloridaMarketPlace Transaction

This Contract is exempt from MyFloridaMarketPlace transaction fee.

5. SPECIAL PROVISIONS

5.1 Program or Service Specific Terms

Definitions are provided in "CBC Definitions of Terms" (see exhibit A). The following additional definitions are provided for this Contract:

- 5.1.1 **Lead Agency Administrative Costs** – Administrative Costs incurred by the Lead Agency, exclusive of Subcontractor Administrative Costs (see exhibit A).
- 5.1.2 **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.
- 5.1.3 **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. Each party shall notify the other party of the name, business address and telephone number of that party's designated representative for dispute resolution purposes. Within five (5) business days from receipt by the designated representative of the other party's written request for dispute resolution, the representatives will conduct a face-to-face meeting (or telephonic if mutually agreed) to resolve the disagreement. If the representatives are unable to reach a

mutually satisfactory resolution, either representative may request referral of the issue to the Lead Agency's Chief Executive Officer (CEO) (or add appropriate title) and the Department's Regional Managing Director. Upon referral, the CEO (or add appropriate title) and the Regional Managing Director shall confer in an attempt to resolve the issue.

If the Regional Managing Director and CEO (or add appropriate title) are unable to resolve the issue within ten (10) business days, the parties shall select an external third representative within 10 business days thereafter. 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. 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. The Lead Agency shall indemnify the Department for all costs and attorney's 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 26 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. 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:

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 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" (see Exhibit A) _ 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. [Choose opening sentence as applicable per local circumstance.] 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 or a Committee of the Board of Directors whose membership shall meet the minimum requirements of section 409.987(4)(b), F.S., and be ____% [choose percentage; can be higher but not lower than statutory requirement] 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 (as defined in CFOP 180-4) 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.

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.

5.13 Contract Amendments

The Provider shall be required to execute an amendment to their contract to incorporate any revisions to the Standard Legacy Contract or any of its attachments and/or exhibits that are directed to be replaced or updated by the Office of Child Welfare.

LIST OF EXHIBITS

Exhibit A, INCORPORATED DOCUMENTS

Exhibit B, REPORTS

Exhibit C, Children's Legal Services

EXHIBIT A - INCORPORATED DOCUMENTS

(Other than Reports – See Exhibit B)

The following documents are incorporated into the Contract by reference.

INCORPORATED DOCUMENTS (Other than Reports – See Exh. B For Reports)		
Document Title	Contract Provision(s) Affected	Location
CBC Authority and Requirements Reference Guide 8/2016	Attachment I, Section 1.4.3.	http://www.dcf.state.fl.us/programs/cbc/docs/CBC%20Authority%20and%20Requirements%20Reference%20Guide.PDF
Community-Based Care Information System Requirements (dated 10/2015)	Attachment I, Section 1.5.1.2	http://www.dcf.state.fl.us/programs/cbc/docs/15-16/Community-Based%20Care%20Information%20System%20Requirements%2010.2015.pdf
Partnership Plan for Children in Out-of-Home Care	Attachment I, Section 1.5.3.2	http://www.dcf.state.fl.us/programs/cbc/docs/Partnership%20Plan%20for%20Children%20in%20Out-of-Home%20Care.pdf
Florida Certification Board (FCB) Ethics Complaint Form	Attachment I, Section 1.5.3.3	http://www.dcf.state.fl.us/programs/cbc/docs/15-16/Ethical-Complaint-Form-Jan-2016.pdf
“Windows into Practice: Guidelines for Quality Assurance Reviews “	Attachment I, Section 1.5.4.	http://www.centerforchildwelfare.org/qa/QA_Docs/WindowsIntoPracticeFY15-16.pdf
Adoption of the Attestation Model for Family Foster Home Licensing	Attachment I, Section 1.5.5.2	http://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference
Licensing - Attestation for Foster Home Licensure Form 3/2014	Attachment I, Section 1.5.5.2	https://eds.dcf.state.fl.us/DCFFormsIntranet/Search/OpenDCFForm.aspx?FormId=825
Licensing Standards Checklist for 24-Hour Family Care 3/2013	Attachment I, Section 1.5.5.2	https://eds.dcf.state.fl.us/DCFFormsIntranet/Search/OpenDCFForm.aspx?FormId=826
Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007	Attachment I, Section 1.5.5.2	http://www.dcf.state.fl.us/programs/cbc/docs/fsp5007-adobe8%5b1%5d.pdf
Three-Year License for Family Foster Homes	Attachment I, Section 1.5.5.4	http://www.centerforchildwelfare.org/kb/policymemos/ThreeYrLicense-FH060812.pdf

INCORPORATED DOCUMENTS (Other than Reports – See Exh. B For Reports)		
Document Title	Contract Provision(s) Affected	Location
Customer Service and Customer Support Protocols for Adoptive Services (dated 5/19/2010)	Attachment I, Section 1.7.1.4	http://www.dcf.state.fl.us/programs/cbc/docs/2011_12/Customer%20Service%20and%20Customer%20Support%20Protocols%20for%20Adoption.pdf
Guidelines for Release of Children’s Records” (dated 10/1/2010)	Attachment I, Section 1.7.1.5	http://www.dcf.state.fl.us/programs/cbc/docs/2011_12/Guidelines%20for%20the%20Release%20of%20Children%27s%20Records%20-%202010-01-20.pdf
Disclosure to Adoptive Parents, DCF Form 5328 Spanish version 5328S also available	Attachment I, Section 1.7.1.6	https://www.flrules.org/Gateway/reference.asp?No=Ref-06975 http://www.dcf.state.fl.us/programs/cbc/docs/DCF%20Disclosure%20Form%205328.doc http://www.dcf.state.fl.us/programs/cbc/docs/DCF%20Disclosure%20Form%205328S.doc
The Health Care Oversight and Coordination Plan within the Child and Family Services Plan	Attachment I, Section 1.8.3.1	http://www.dcf.state.fl.us/programs/cbc/docs/Florida%20Health%20Care%20Oversight%20and%20Coordination%20Plan.pdf
Suitability for Residential Placement Guidelines - 3/2013	Attachment I, Section 1.8.3.2	http://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference
90-Day Assessment of Suitability of a Child for Residential Treatment - 5/24/2010	Attachment I, Section 1.8.3.2	http://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference
Guidance Document for Use of 100806 Funds (Purchase of Therapeutic Services for Children) (dated 7/2015)	Attachment I, Section 1.8.3.3	http://www.dcf.state.fl.us/programs/cbc/docs/14-15/Guidance%20Document%20100806%20Final%20Draft%20June%2004.pdf
Community Based Care (CBC) Subcontracting Guidelines, (dated 10/26/2012)	Attachment I, Section 1.9.3.5	http://www.dcf.state.fl.us/programs/cbc/docs/2011_12/CBCSubcontractingGuidelines%202012-10-26.pdf

INCORPORATED DOCUMENTS (Other than Reports - See Exh. B For Reports)		
Document Title	Contract Provision(s) Affected	Location
Lead Agency Tangible Personal Property Requirements (dated 4/01/09)	Attachment I, Section 1.9.4	http://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference
Department of Financial Services' Reference Guide for State Expenditures	Attachment I, Section 1.9.6	http://www.myfloridacfo.com/aa/dir/reference_guide/
Federal Uniform Grant Guidance	Attachment I, Section 1.9.8	https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
Community-Based Care Progressive Intervention and Program Improvement (dated 05/10/2011)	Attachment I, Section 2.1.1	http://www.dcf.state.fl.us/programs/cbc/docs/2011_12/CBC%20Progressive%20Intervention%20and%20Program%20Improvement%20-%2005-10.pdf
Community-Based Care Performance Measures Methodology Document	Attachment I, Section 2.2.	http://www.dcf.state.fl.us/programs/cbc/docs/2011_12/CBC%20Performance%20Measures%20Methodology%20Document%203-23-09.pdf
CBC Definitions of Terms (dated 6/1/2012)	Attachment I, Section 5.1	http://www.dcf.state.fl.us/programs/cbc/docs/12-13/CBC%20Definitions.PDF
DCF Definition of Administrative Costs for Child Welfare Lead Agencies (CBC's), January 24, 2012.	Attachment I, Section 5.1.1.	http://www.dcf.state.fl.us/programs/cbc/docs/DCF%20Definition%20of%20Administrative%20Costs%20for%20CBC's%2001-24-12.pdf
CBC Expiration/Termination Transition Planning Requirements	Attachment I, Section 5.5	https://www.dcf.state.fl.us/programs/cbc/docs/2011_12/CBC%20Expiration%20Termination%20Transition%20Planning%20Requirements%20.pdf
HIPAA Terms and Conditions	Standard Contract, HIPAA Compliance Section	https://www.hhs.gov/hipaa/for-professionals/privacy/

Note: The information contained in the last column of this Exhibit is administrative information and is subject to change. Changes and corrections may be made to this document without the need for a formal amendment.

EXHIBIT B - REPORTS

The forms of the reports listed in this Exhibit and associated guides and instructions are incorporated into the Contract by reference. Each report 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 and Location	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, 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, 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), 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.

APPENDIX IX

THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I

Report Title	Format and Location	Frequency of Report	Submit To
Promoting Safe and Stable Families Narrative and Data Report	See Promoting Safe and Stable Families Narrative and Data Report, 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, maintained on the Department’s Website.	Annually, no later than May 20th.	Contract Manager Forward Plan to Regional EEO contact.
Data input for Rapid Safety Feedback, Florida CFSRs and Florida CQI	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.
Quality Assurance Annual Report	(See 1.5.4) Criteria provided in the “Windows into Practice,” available on the University of South Florida’s Center for Child Welfare website at: http://www.centerforchildwelfare.org/QualityAssurance/Windows%20into%20Practice%20%202015-2015%207_28.pdf .	Annually, no later than Aug. 15	Contract Manager Forward copy to: Director of CW Performance and Quality Management, Ginger.Griffeth@myflfamilies.com Office: (850) 717-4654

APPENDIX IX

17/18 CBC Services Template

THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I

June 8, 2017

Report Title	Format and Location	Frequency of Report	Submit To
Annual CQI Plan	(See 1.5.4) Criteria provided in the "Windows into Practice", available on the University of South Florida's Center for Child Welfare website at: http://www.centerforchildwelfare.org/QualityAssurance/Windows%20into%20Practice%20%202015-2015%207_28.pdf .	Annual review and revise as necessary, or a memo indicating no revisions are needed by Aug. 31.	Contract Manager Forward copy to: Director of CW Performance and Quality Management, Ginger.Griffeth@myflfamilies.com Office: (850) 717-4654

APPENDIX IX

THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I

Report Title	Format and Location	Frequency of Report	Submit To
<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, 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 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>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, tammy.rodgers@myflfamilies.com Office:(850) 717-4392</p>

APPENDIX IX

THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I

Report Title	Format and Location	Frequency of Report	Submit To
Federal Funding Annual Eligibility Monitoring Plan	Eligibility criteria provided in CFOP's 170-15 and 175-71, Federal and State Funding Eligibility, available on the University of South Florida's Center for Child Welfare. http://centerforchildwelfare.fmhi.usf.edu/HorizontalTab/DeptOperatingProcedures.shtml	Annually, by October 15th, covering current federal fiscal year, 10/1-9/30.	Contract Manager Forward Plan to: Office of Child Welfare, Courtney.Smith@myflfamilies.com Office:(850) 717-4660
Federal Funding Annual Eligibility Report	(See 1.5.1.5) Eligibility criteria provided in CFOP 175-71, Federal and State Funding Eligibility, available on the University of South Florida's Center for Child Welfare. http://centerforchildwelfare.fmhi.usf.edu/HorizontalTab/DeptOperatingProcedures.shtml	Annually, within the Federal Fiscal Year, 10/1-9/30.	Contract Manager. Forward Plan to: Office of Child Welfare, Courtney.Smith@myflfamilies.com Office:(850) 717-4660
FISCAL REPORTS			
Quarterly Training Expenditure Reports	(See 1.5.3.2) The quarterly training template and Title IV-E Training support Reimbursement Training Report Instructions can be found at: http://centerforchildwelfare.fmhi.usf.edu/horizontaltab/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 & center-support@usf.edu Forward copy to: Training Manager, MaryAnn.White@myflfamilies.com Office:(850) 717- 4672
Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report	(See 4.3.1.2) The Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report Form 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, Lora.Singleton@myflfamilies.com Office:(850) 717-4684 Accounting Services, Cindy.Grammas@myflfamilies.com Office:(850) 717-4722

APPENDIX IX

THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I

Report Title	Format and Location	Frequency of Report	Submit To
Child Access and Visitation Grant Monthly Match Funds Report (For ALL Community Based Care Lead Agencies receiving Access and Visitation federal grant funds)	(See 4.3.1.3) The Child Access and Visitation Monthly Match Funds Report 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, tammy.rodgers@myflfamilies.com Office:(850) 717-4392 Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
Interest Earned Quarterly Expenditure Reports	(See 4.1.2.2.) The Interest Earned Quarterly Report format is maintained on the Department's website.	Quarterly. CBCs that have opted to continue monthly interest payments do not have this reporting requirement.	Contract Manager
Cost Allocation Plan (CAP)	(See 1.9.3.4. and 1.9.3.5.) The CBC Cost Allocation Plan Template, CBC Cost Allocation Plan Position Listing Template (FY2016-17) and approved Cost Allocation Plan Template are maintained on the Department's website.	Initially and by August 31st of each state fiscal year, as well as when changes warrant a modification.	Contract Manager
State Funds Carry-forward Report (when carry forwards are available)	(See 1.9.5.5.) The State Funds Carry-forward Report format is maintained on the Department's website.	Monthly, with the invoice to report on any expenditure of approved carry-forward amounts.	Contract Manager
CBC Monthly Actual Expenditure Report	(See 1.9.3.4., 1.9.5.5., and 4.3.1.1.) The CBC Monthly Actual Expenditure Report format 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 Submitted through the DCF Web Portal using the CBC Financial Application. DCF Web Portal using the CBC Financial Application

APPENDIX IX

THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I

Report Title	Format and Location	Frequency of Report	Submit To
OCA Summary and Detail Report	(See 4.3.1.4. and 4.3.1.5.) A Standard Report available in FSN in the forms of Adobe/Acrobat (.pdf) and exported as a Comma-Separated Value (.csv) and converted to Excel format	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
CBC Final Expenditure Report	See CBC Final Expenditure Report format, maintained on the Department’s website.	To be submitted on the date of the payment request for September of each fiscal year.	Contract Manager
FSN to CBC Monthly Expenditure Report Reconciliation	(See 4.3.1.5.) “FSN 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
CBC Annual Budget by Service Category	(See 1.9.5.6.) The CBC Annual Budget by Service Category format 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
CBC Invoice	(See 4.3.1.) The CBC Invoice is maintained on the Department’s website.	Monthly, by the 20th of each month (estimated pay for the following month.)	Contract Manager

APPENDIX IX

THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I

Report Title	Format and Location	Frequency of Report	Submit To
Planned Uses of State Funds Carried Forward	(See 1.9.5.4.) Planned Uses of State Funds Carried Forward, is maintained on the Department’s website.	Must be submitted within thirty (30) days of receipt from Department of approved amount of state funds carried forward.	Contract Manager
Report on Therapeutic Services for Children (100806 Fund) Expenditures	(See 1.8.3.3.) The Therapeutic Services for Children Purchases (100806 funds) Semi-annual Report format (February 2015) is 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, Patricia.Armstrong@myflfamilies.com Office: (850)717-4578

Note: The information contained in the last column of this Exhibit is administrative information and is subject to change. Changes and corrections may be made to this document without the need for a formal amendment.

EXHIBIT C - CHILDREN'S LEGAL SERVICES

For purposes of this Agreement only, Children's Legal Services within the Department of Children and Families, the Office of the Attorney General, and the State Attorney's Office will be collectively referred to herein as "CLS." Both the Lead Agency and the case management subcontractors are collectively referred to herein as "Lead Agency."

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

1. CLS will be responsible for all legal services to be performed on behalf of the Department of Children and Families in all Juvenile dependency and termination of parental rights proceedings governed by Chapter 39, F.S., the Florida Rules of Juvenile Procedure, 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.
2. All documents prepared and kept by the Lead Agency must be made available at the request of CLS. The request may be made in either written or oral form. No additional subpoena shall be required.
3. Prior to each court hearing, the CLS attorney and case manager must confer on any case to be heard in court. For dependency and termination of parental rights adjudicatory hearings, the CLS attorney and case manager must confer no later than 5 days before the hearing. For judicial review hearings, the CLS attorney and case manager must confer no later than 3 days before the hearing provided that CLS receives from the case manager the Judicial Review Social Study Report ten (10) business days prior to hearing as outlined in paragraph 8 below. For all other court hearings not scheduled on an emergency basis, the CLS attorney and case manager must confer no later than 2 days before the hearing. The CLS attorney and case manager will together prepare for court and will pursue all opportunities to form a unified position that is in the child's best interest and consistent with Florida law. In the event a unified position is not achieved, escalation is required and shall include CLS Management, Department Management designated by the Regional Managing Director in the region where the case derives, and Lead Agency Management.
4. CLS does not provide legal representation to the Lead Agency or any of its employees for any legal action, but rather relies on and works in collaboration with the Lead Agency and case management staff.
5. Reasonable 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.

6. Payment and/or provision of items in this Section are to be negotiated by each Circuit.
 - 6.1. Diligent Searches
 - 6.2. Document Translations
 - 6.3. Paternity Testing Services
 - 6.4. Professional/Expert Witnesses
 - 6.5. Depositions (including transcriptions)
 - 6.6. 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)
 - 6.7. Publications
 - 6.8. Court Records (Including transcripts from evidentiary hearings and trials)
 - 6.9. Lab fees
 - 6.10. Birth and Death Certificates
 - 6.11. Home Studies
 - 6.12. Documentation Physical and psychological/psychiatric evaluations including but not limited to CBHAs and behavioral evaluations
7. 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 consideration and/or filing. CLS shall file all timely received applicable documents within the statutorily prescribed filing deadline or within a reasonable time if no deadline is specified.
8. CLS shall upload legal documentation that establishes initial Title IV-E eligibility into the Legal Record for the case in the Florida Safe Families Network ("FSFN") within 2 business days of the order becoming available. The documentation shall be a digital copy of a signed and entered court order that documents the first court determination concerning the removal of a child from the home. The Lead Agency shall identify and notify CLS of the need for court orders that support a redetermination of IV-E eligibility. The Lead Agency, or CLS if the Lead Agency does not have access to the order, shall upload the court order that supports a redetermination into the Legal Record for the case in FSFN within a reasonable time after a digital copy of the order becomes available. The Lead Agency must upload case plans and the signature page of case plans and associate them to the case plan Legal Document record in FSFN.
9. The Lead Agency shall 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. All such updates can be provided electronically through email or other correspondence. 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, multidisciplinary reports, 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. CLS and the Lead Agency will work as expeditiously as possible to ensure the best interests of the child are paramount. When relief is sought under emergency circumstances, the Lead Agency will provide CLS with any evidence reasonably available to the Lead Agency in order for CLS to advocate for or defend against the relief requested. CLS and the Lead Agency also recognize that motions for return to the home because conditions for return have been met, modification of placement, travel requests, passport requests, or removal of the disability of nonage may require expedited action to promote the welfare of the child. CLS will file such a motion in an expedited fashion when a Lead Agency requests the filing of such a motion, so long as the Lead Agency provides CLS with the evidentiary support to advocate for the relief requested, and Florida law supports the filing.
12. The Lead Agency shall maintain the confidentiality of CLS's legal opinions, mental impressions, conclusions or theories regarding litigation and commentary regarding litigation provided that doing so does not violate a court order requiring disclosure or existing state or federal law. CLS shall maintain the confidentiality of communications with the Lead Agency when doing so does not violate a court order requiring disclosure or existing state or federal law.

To the extent possible, all case planning and permanency staffings should be inclusive of the family and be scheduled in accordance with the necessary parties' availability. The Lead Agency shall ensure the assigned CLS attorney receives reasonable advance notice.

13. In non-emergency situations, CLS shall provide reasonable notice to the lead agency of upcoming hearing dates in each dependency case. CLS's obligation to provide such notice will be satisfied if the Lead Agency is present at a hearing during which the court announces the next hearing date, CLS provides the case manager with a copy of an order setting the next hearing date within five (5) days of the issuance of the order, or CLS otherwise provides notice to the case manager assigned to the case. 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. On a mutually-agreed upon schedule, CLS and the Lead Agency will jointly train all employees and case management subcontractors on courtroom procedure, courtroom etiquette, and witness testimony.

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 the parent or legal custodian.
16. CLS will ensure all court orders are provided to the Lead Agency timely so the Lead Agency is aware of what has been ordered by the Court. If permitted by the court, the local rules, and Florida Rules of Procedure, CLS will support the Lead Agency's request to be added to the list of service recipients to receive any court orders that are electronically served. 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 to the Lead Agency's inability to comply with the court order or to prepare and execute an affidavit of such inability.
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, 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.

20. CLS and the Lead Agency will share all available information related to a delinquency proceeding concerning a dependent child and will partner to comply with any court order directed to the Department of Children and Families.

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

APPENDIX IX
THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I

17/18 CBC Services Template
 June 8, 2017

Attachment II-A				
CBC Schedule of Funds				
CBC - Contract#				
FY 2017-18 Use Designation - As of 7/1/2017				
Sections A and B	Other Cost Accumulators	Federal	State	Total
Other Fund Sources	Multiple			
Subtotal Sections A and B				-
Section C				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS/SFMSA			
Independent Living Services - Chafee Administration Eligible and Other	KRE00/ KRLE0/ KRA00/ CH0AT			-
Chafee Road to Independence - Scholarship	CHFSS / CHPES			-
Chafee, ETV, Road to Independence	ETV**			-
All State Funded Independent Living Services	KRI**/SF***/EF***/EG***/ EO***/EP***			-
Medicaid Administration	PR005			-
State Access and Visitation (a)	PRSAV			-
SSFA Family Preservation (b)	PRE04			-
SSFA Family Support (b)	PRE06			-
SSFA Time Limited Reunification (b)	PRE11			-
SSFA Adoption (b)	PRE12			-
Title IV-E Child Welfare Services Training	DCTRN/TRCOR			-
PI Training	BAT00/BATR1			-
Children's Mental Health CW Wraparound Funding	19MCB			-
Special Projects				-
Special Projects				-
Special Projects				-
Subtotal Section C				-
Total All Fund Sources				-
Adoption Incentive Award				
Allocation based on the percentage of out-of-home population _____ to _____. This is the maximum incentive amount that may be earned and will be based on certain criteria for adoptions during this fiscal year.	CBAIA			0
Total All Fund Sources				0

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 2 Code of Federal Regulations (CFR) §§ 200.500-200.521 and § 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, agreed-upon procedures engagements as described in 2 CFR § 200.425 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 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 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 2 CFR §§ 200.500-200.521. 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 \$750,000 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 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 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 2 CFR § 200.508.

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 (\$750,000 or more for fiscal years beginning on or after July 1, 2016) 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 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) 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 (federal) or 45 (State) 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: HQW.IG.Single.Audit@myffamilies.com

- C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<https://harvester.census.gov/facweb/>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

- 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 2 CFR §§ 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 CFDA 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: ***the Department is requesting an extension to September 30, 2019.**

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 FSFN and complete accurate eligibility determinations in FSFN 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.