

APPENDIX X - FORM PUR 1000

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

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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

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- 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

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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

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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.

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State of Florida PUR 1000 General Contract Conditions

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

- (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
- (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

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

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

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- 4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
- 5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
- 6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

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commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

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shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

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

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

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

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

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

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other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

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

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

- 16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.
- 17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.
- 18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

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Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

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

- 20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

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Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

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

- 21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.
- 22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

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the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

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solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

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

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

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

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

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

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

- 28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

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linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

- 29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
- 30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
- 31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

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

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

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

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

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designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

- 39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
- 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.
- 41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

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

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

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

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

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

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

APPENDIX XI - FORM PUR 1001

State of Florida PUR 1001 General Instructions to Respondents

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1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
 - (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
 - (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
 - (d) "Response" means the material submitted by the respondent in answering the solicitation.
 - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

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2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
 - an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
 - Technical Specifications,
 - Special Conditions and Instructions,
 - Instructions to Respondents (PUR 1001),
 - General Conditions (PUR 1000), and
 - Introductory Materials.

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

5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within

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the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
 - submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent

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cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

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- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the

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product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

- 12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
- 13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://www.myflorida.com/apps/vbs/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.
- 14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
- 15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
- 16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
- 17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a

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respondent in preparing or producing its response or for any work performed before the Contract is effective.

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

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

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

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

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

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

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

APPENDIX XII SCHEDULE OF FUNDS

Our Kids of Miami-Dade/Monroe, Inc. - Contract# KJ114 SAMPLE FUNDING FOR FY 2017-2018 Funding Is Appropriated Annually By The Legislature

Sections A and B	Other Cost Accumulators	Federal	State	Total	The Amount of Non-Recurring Funds included in Total Amount
Other Fund Sources	Multiple			69,185,884	179,058
Subtotal Sections A and B				69,185,884	179,058
Section C					
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS/SFMSA			21,260,180	
Independent Living Services - Chafee Administration Eligible and Other	KRE00/ KRLE0/ KRA00/ CH0AT	567,939	216,136	784,075	
Chafee Road to Independence - Scholarship	CHFSS / CHPES	567,939	216,136	727,738	
Chafee, ETV, Road to Independence	ETV**	425,131	1,221,611	1,646,742	
All State Funded Independent Living Services	KRI**/SF***/EF***/EG***/EO***/EP***		3,020,954	3,020,954	
Medicaid Administration	PR005	221,093	221,092	442,185	
State Access and Visitation (a)	PRSAV	33,326		33,326	
SSFA Family Preservation (b)	PRE04	534,874		534,874	
SSFA Family Support (b)	PRE06	309,496		309,496	
SSFA Time Limited Reunification (b)	PRE11	44,015		44,015	
SSFA Adoption (b)	PRE12	498,548		498,548	
Title IV-E Case Mgt Training	DCTRN	372,045	327,955	700,000	
Title IV-E Child Welfare Services Training	TRCOR	1,425,000	475,000	1,900,000	
CW PI Training	BAT00	-	-	-	
CPI IV-E Training	BATR1	-	-	-	
Children's Mental Health CW Wraparound Funding	19MCB		1,559,624	1,559,624	
Special Projects				-	
Subtotal Section C				33,461,757	
Total All Fund Sources				102,647,641	179,058

Footnotes:

- (a) A 10% match is provided by the Community-Based Care provider.
- (b) A 25% match is being certified by the Community-Based Care provider.

State of Florida
Department of Children and Families



ITN# - SNR18FS01ITN

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

Evaluation Manual

Evaluator Name: _____

Vendor Name: _____

Date of Reply Evaluation: _____

Evaluator Signature: _____

GENERAL INSTRUCTIONS

Each evaluator will evaluate the programmatic reply for all vendor replies that pass the mandatory criteria. Each evaluation criterion must be scored. Fractional values will not be accepted. If an evaluator score sheet(s) is missing scores, it will be returned for completion. Scoring must reflect the evaluator's independent evaluation of the reply to each evaluation criterion.

Each evaluator shall assign a score for each evaluation criterion based upon his/her assessment of the reply. The assignment of an individual score must be based upon the following description of the point scores:

IF, in your judgment the reply demonstrates and/or describes...	Category	...assign points within ...
...extensive competency, proven capabilities, an outstanding approach to the subject area, innovative, practical and effective solutions, a clear and complete understanding of inter-relationships, full responsiveness, a clear and comprehensive understanding of the requirements and planning for the unforeseen.	Superior	81-100% of the maximum points for the area.
...clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, a generally clear and complete description of inter-relationships, extensive but incomplete responsiveness and a sound understanding of the requirements.	Good	61-80% of the maximum points for the area.
...fundamental competency, adequate capability, a basic approach to the subject area, apparently feasible but somewhat unclear solutions, a weak description of inter-relationships in some areas, partial responsiveness, a fair understanding of the requirements and a lack of staff experience and skills in some areas.	Adequate	41-60% of the maximum points for the area.
...little competency, minimal capability, an inadequate approach to the subject area, infeasible and/or ineffective solutions, somewhat unclear, incomplete and /or non-responsive, a lack of understanding of the requirements and a lack of demonstrated experience and skills.	Poor	21-40 %of the maximum points for the area.
...a significant or complete lack of understanding, an incomprehensible approach, a significant of complete lack of skill and experience and extensive non-responsiveness.	Insufficient	0-20% of the maximum points for the area.

When completing score sheets evaluators should record references to the sections of the Invitation to Negotiate (ITN) and the written reply materials which most directly pertain to the criterion and upon which their scores were based. More than one section may be recorded. Evaluators should not attempt an exhaustive documentation of every bit of information considered but only key information. In general, the reference statements should be brief. If the reply does not address an evaluation criterion, evaluators should indicate "not addressed" and score it accordingly.

Each evaluator has been provided a copy of the ITN, including its appendices, any ITN amendments, and vendor written inquiries and the written responses provided by the Department. Each evaluator will also be provided

with a copy of each programmatic reply which should be evaluated and scored according to the instructions provided in the solicitation and the evaluation manual.

Replies shall be independently scored by each member of the evaluation team. No collaboration is permitted during the scoring process. The same scoring principles must be applied to every reply received, independent of other evaluators. Evaluators should work carefully to be as thorough as possible in order to ensure a fair and open competitive procurement. No attempt by Department personnel or others, including other evaluators, to influence an evaluator's scoring shall be tolerated.

If any attempt is made to influence an evaluator, the evaluator must immediately report the incident to the Procurement Manager. If such an attempt is made by the Procurement Manager, the evaluator must immediately report the incident to the Inspector General.

The Procurement Manager will conduct reference checks via telephone interviews.

Only the rating sheets provided should be used. No additional notes or marks should appear elsewhere in the evaluation manual.

Evaluators may request assistance in understanding evaluation criteria and replies only from the Procurement Manager/Procurement Advisors.

Questions related to the solicitation and the evaluations of the reply should be directed only to:

*Yanina Menendez, Procurement Manager
Florida Department of Children and Families
Southern Region Family Safety Program Office
401 NW 2nd Avenue, Room N-1007
Miami, FL 33128
Yanina.menendez@myflfamilies.com*

After each evaluator has completed the scoring of each programmatic reply, the scores are then submitted to the Procurement Manager for compilation. The Procurement Manager will average the total programmatic point scores by each evaluator to calculate the points awarded for each section.

Following completion of the independent evaluations of the replies, the Procurement Manager will hold a meeting to validate evaluator scoring. The purpose of the meeting is to ensure that their individual evaluation scores were captured correctly when preparing the total programmatic scores.

QUALITATIVE CRITERIA

Evaluators shall assign scores to each of the replies received by the Department based on the following criteria:

- 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 and Appendix IX, Attachment I.
- 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 Appendix IX, Attachment I, and provide additional value.
- The skills and experience of the Vendors leadership team, staff and resources the Vendor will use in implementing its solution/services.

PROGRAMMATIC REPLY POINT VALUES

The maximum score for the Programmatic Reply is 2,575 points.

Programmatic Criteria	Maximum Points	Percent of Total (2,575 Points)
1. 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 and Appendix IX, Attachment I.		
1. Organization and Governance Structure	20	0.78%
2. Experience	5	0.19%
3. Subcontracting	10	0.39%
Section 1 Subtotal	35	1.36%
2. Vendor's articulation of its solution/services, the capability of the Vendor, and the ability of the solution/services to meet the requirements of this ITN and Appendix IX, Attachment I, and provide additional value.		
4. Management and Administration-General Tasks	110	4.27%
5. Coordination with Other Providers/Entities	60	2.33%
6. Staff Development and Training	50	1.94%
7. Quality Assurance and Continuous Quality Improvement	100	3.88%
8. Licensing Tasks & Recruitment, Training & Retaining of Foster Families	310	12.04%
9. Placement Services	215	8.35%
10. Child Protection, Safety Management & Family Preservation	340	13.20%
11. Adoption Services	250	9.71%
12. Life Skills Development and Education	175	6.80%
13. Independent Living and Extended Foster Care	125	4.85%
14. Health Services	175	6.80%
15. Performance Specifications	175	6.80%
Section 2 Subtotal	2,085	80.97%
3. The skills and experience of the Vendors leadership team, staff and resources the Vendor will use in implementing its solution/services.		
16. Leadership Team	55	2.14%
17. Direct Service Staffing	250	9.71%
18. Transition Plan	150	5.83%
Section 3 Subtotal	455	17.67%
Total	2,575	100.00%



Department of Children and Families
ITN # SNR18FS01ITN To Become the Lead Agency for Community-Based Care
Southern Region – Circuits 11 & 16 Miami-Dade and Monroe Counties

EVALUATORS SCORING SUMMARY SHEET

ITN #: SNR18FS01ITN
To Become the Lead Agency for Community Based Care in the
Southern Region – Circuits 11 and 16 – Miami-Dade and Monroe Counties

Name of Vendor Organization: _____

Evaluator Name: _____ Signature: _____

PROGRAMMATIC EVALUATION CRITERIA			
Question #	Criteria	Maximum Score	Vendor's Score from Rating Sheet
The Vendor's company structure, subcontractors, and experience to deliver its proposed solution/ services including the Vendor's track record providing services similar to the ones specified in this ITN and Appendix IX, Attachment I.			
1.	Organization and Governance Structure	20	
2.	Experience	5	
3.	Subcontracting	10	
Vendor's articulation of its solution/services, the capability of the Vendor, and the ability of the solution/services to meet the requirements of this ITN and Appendix IX, Attachment I, and provide additional value.			
4.	Management and Administration-General Tasks	110	
5.	Coordination with Other Providers/Entities	60	
6.	Staff Development and Training	50	
7.	Quality Assurance and Continuous Quality Improvement	100	
8.	Licensing Tasks & Recruitment, Training & Retaining of Foster Families	310	
9.	Placement Services	215	
10.	Child Protection, Safety Management & Family Preservation	340	
11.	Adoption Services	250	
12.	Life Skills Development and Education	175	
13.	Independent Living and Extended Foster Care	125	
14.	Health Services	175	
15.	Performance Specifications	175	
The skills and experience of the Vendors leadership team, staff and resources the Vendor will use in implementing its solution/services.			
16.	Leadership Team	55	
17.	Direct Service Staffing	250	
18.	Transition Plan	150	
Total Points		2,575	

ITN Section 4.2.5., COMPANY QUALIFICATIONS AND EXPERIENCE
4.2.5.1 ORGANIZATION AND GOVERNANCE STRUCTURE

QUESTION 1:

How well does the Vendor’s company structure demonstrate the ability to deliver its proposed solutions/services including the vendor’s track record providing services similar to the one specified in this ITN? How well does the response demonstrate the Vendor’s commitment to serve as a Lead Agency to manage and ensure the delivery of an integrated system of care for the provision of foster care and related services?

Max Total Score: 20

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>1. The response demonstrates the Vendor’s operation-wide integration of approach and philosophy, including mission statement, core values, and vision. The response describes the Vendor’s approach and philosophy and includes mission statement, guiding principles, core values, vision and history in the community. The response describes how the mission and service delivery experiences support a community-based care approach capable of addressing tasks defined in Attachment I. The response supports the Vendor’s assertion that their approach is the most advantageous to the state and communities served in Circuits 11 & 16 in reply to the need for an effective community-based child protective system. The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</p>	5	_____		
<p>2. The response describes the Vendor’s organization and governance structure, depicts clear lines of authority, includes a table of organization and statewide and corporate affiliations; demonstrates how the structure represents a lean, efficient and effective administrative model; and demonstrates experience and achievements in developing a governance model designed to avoid conflicts of interest. The response describes how the Vendor ensures the establishment and maintenance of a community-based approach in the management and delivery of child welfare services and how this model will be oriented to the needs of the Region. The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</p>	5	_____		

ITN Section 4.2.5., COMPANY QUALIFICATIONS AND EXPERIENCE
4.2.5.1 ORGANIZATION AND GOVERNANCE STRUCTURE

QUESTION 1:

How well does the Vendor’s company structure demonstrate the ability to deliver its proposed solutions/services including the vendor’s track record providing services similar to the one specified in this ITN? How well does the response demonstrate the Vendor’s commitment to serve as a Lead Agency to manage and ensure the delivery of an integrated system of care for the provision of foster care and related services?

Max Total Score: 20

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>3. The response describes how the Vendor intends to employ the board governance process described in APPENDIX IX – THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I Section 5.9, to ensure that the Lead Agency is always governed from a community perspective by maximizing community membership on the governing board and by precluding third party weighted control over board membership. If not, describe what governance structure and selection methods the Vendor will employ to ensure that the Lead Agency is always governed from a community perspective oriented to the communities of the Region. The response includes a listing of the Board of Directors, their names, affiliations, titles, work addresses, terms of office and statewide and corporate affiliations. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	5	_____		
<p>4. The response demonstrates the specific methods utilized to ensure that the board remains cognizant of and sensitive to the community perspective in providing services over the term of the contract. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	5	_____		

Max Total Score: 20

Total Assigned Score: _____

Initials: _____

Date: _____

ITN Section 4.2.5., COMPANY QUALIFICATIONS AND EXPERIENCE

4.2.5.2 EXPERIENCE

QUESTION 2:

How well does the Vendor's experience demonstrate the ability to deliver its proposed solutions/services including the vendor's track record providing services similar to the one specified in this ITN? How well does the response demonstrate the Vendor's commitment to serve as a Lead Agency to manage and ensure the delivery of an integrated system of care for the provision of foster care and related services?

Max Total Score: 5

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>1. The response describes the Vendor's experience in providing CBC or similar services as requested in the ITN and APPENDIX IX – THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I. The response demonstrates experience working as a Lead Agency or in foster care or related service environments and interfacing with families and governance structures. Experience shown should be work done by the individuals who will be assigned to the work as well as the overall experience of the organization. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	5	_____		

Max Total Score: 5

Total Assigned Score: _____

Initials: _____

Date: _____

ITN Section 4.2.5., COMPANY QUALIFICATIONS AND EXPERIENCE

4.2.5.3 SUBCONTRACTING

QUESTION 3:

How well does the Vendor's approach to subcontracting demonstrate the experience and capability to deliver its proposed solutions/services including the vendor's track record providing services similar to the one specified in this ITN? Does the Vendor's approach to subcontracting facilitate the delivery of an integrated system of care for the provision of foster care and related services?

Max Total Score: 10

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>1. The response describes the Vendor's process for subcontracting for services. The description includes prohibited agencies/individuals, the competitive procurement process, and provisions related to non-compliance and performance. 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. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	5	_____		
<p>2. The response includes a list identifying all subcontracts using APPENDIX VII of the ITN or a plan and approach to vet, identify, recruit and retain subcontractors and a detailed description of the work to be subcontracted with information describing the qualifications and relevant experience of any proposed subcontractors.</p>	5	_____		

Max Total Score: 10

Total Assigned Score: _____

Initials: _____

Date: _____

**ITN SECTION 4.2.6.1, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.5.1 – MANAGEMENT AND ADMINISTRATIVE– GENERAL TASKS
QUESTION 4:**

How well does the response demonstrate the Vendor’s capability and commitment to the overall management and oversight of a Lead Agency in order to meet the needs of children, youth and families? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.5.1 is required.

Max Total Score: 110

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>1. The response demonstrates how the Vendor is able to comply with and keep current with all state laws and rules, federal laws and regulations, Department Operating Procedures, and activities related to the CBC Information System Requirements, and adjust practices to reflect current changes. The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</p>	5	_____		
<p>2. The response demonstrates how the Vendor is able to ensure accurate and timely documentation of all services provided in the child’s master files in Florida Safe Families Network (FSFN). Response demonstrates actions taken when case managers complete visits of insufficient quality to address issues pertaining to safety and evaluating progress toward case plan outcomes, as well as when case managers do not make concerted efforts to assess and address the risk and safety concerns related to children in their own home or while in foster care. The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</p>	25	_____		
<p>3. The response demonstrates how the organization and its subcontractors utilize mobile devices and software tools and what security measures are in place to ensure protection of all data on the mobile device. The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</p>	5	_____		
<p>4. The response includes a plan for transportation of children to meet all safety, well-being and permanency needs. The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</p>	5	_____		

**ITN SECTION 4.2.6.1, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.5.1 – MANAGEMENT AND ADMINISTRATIVE– GENERAL TASKS
QUESTION 4:**

How well does the response demonstrate the Vendor’s capability and commitment to the overall management and oversight of a Lead Agency in order to meet the needs of children, youth and families? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.5.1 is required.

Max Total Score: 110

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>5. The response demonstrates how the organization has complied with and successfully integrated activities related to the Florida Practice Model or other comparable initiative/transformational model related to service provision to children and families. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	25	_____		
<p>6. The response demonstrates the importance of maximizing the federal funding available and how the organization shall ensure maximum federal spending, including a plan to address maximizing Medicaid and other federal funding, through an annual monitoring plan and annual file reviews that will be documented in FSFN. The response includes a plan to address potential changes to the Title IV-E Waiver. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	25	_____		
<p>7. The response demonstrates how the organization will administer the fee collection process for clients and responsibly manage clients’ trust funds. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	20	_____		

Max Total Score: 110

Total Assigned Score: _____

Initials: _____

Date: _____

**ITN SECTION 4.2.6.2, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.5.2 - COORDINATION WITH OTHER PROVIDER/ENTITIES
QUESTION 5:**

How well does the response demonstrate the Vendor’s capability and commitment to an effective level of community collaboration through a process of robust stakeholder integration within the Lead Agency’s proposed system of care and ongoing assessment of the system of care’s responsiveness by utilizing community partnerships to meeting the needs of children, youth and families? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.5.2 is required.

Max Total Score: 60

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>1. The response demonstrates how partnerships with other providers and community stakeholders were developed/maintained to establish a presence in the community. The response describes the Vendor’s experience with diverse stakeholder groups in developing community programs. Collaborative activities may include needs assessments, strategic planning, service delivery models, system designs, and research. The Vendor describes leadership strategies to support partnerships with other service providers and/or clinical experts needed to support case managers in the areas of substance abuse, mental health, domestic violence and trauma informed care. The Vendor must provide a description of the Vendor’s history of collaborative service delivery to children and families at risk for/or involved in child protective services. This will include information on Vendor’s service delivery to children and their families who are at risk for or involved in child protective services in the community and describe the delivery and type of programming delivered, including primary prevention services. Vendor will include examples of previous or current collaboration including the “best practices” applied to the delivery of such service. In addition, the Vendor’s response focuses on the <i>outcomes</i> of these collaborative relationships and provides evidence that shows significant achievement of critical performance outcomes in the delivery of such services.</p> <p><i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	20	_____		
<p>2. The response details the process of collaboration with each provider and/or community stakeholder, including protocols for interfacing, partnering and utilizing working agreements to solidify relationships.</p> <p><i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	5	_____		

**ITN SECTION 4.2.6.2, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.5.2 - COORDINATION WITH OTHER PROVIDER/ENTITIES
QUESTION 5:**

How well does the response demonstrate the Vendor’s capability and commitment to an effective level of community collaboration through a process of robust stakeholder integration within the Lead Agency’s proposed system of care and ongoing assessment of the system of care’s responsiveness by utilizing community partnerships to meeting the needs of children, youth and families? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.5.2 is required.

Max Total Score: 60

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>3. The response demonstrates how the Vendor partners with the Department to develop and implement working agreements, including those for prevention services, with the Department’s contracted Managing Entities, local Health Plan and all local law enforcement agencies contained in the Lead Agency’s service area. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	5	_____		
<p>4. The response demonstrates how the organization developed system integration, through being a collaborative leader of interagency efforts, cross-program collaboration, vertical/parallel collaboration, neighborhood partnerships, public/private partnerships and/or partnerships with families. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	5	_____		
<p>5. The response includes a written policy and procedure, which includes definitions of all key terms and time frames, for ongoing assessment of the stakeholder’s roles and responsiveness in meeting the needs of children, youth and families. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	25	_____		

Max Total Score: 60

Total Assigned Score: _____

Initials: _____

Date: _____

**ITN SECTION 4.2.6.3, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.5.3 - STAFF DEVELOPMENT AND TRAINING
QUESTION 6:**

How well does the response demonstrate the Vendor's capability and commitment to the training of qualified personnel? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.5.3 is required.

Max Total Score: 50

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
1. The response includes a comprehensive staff development and training program for newly hired and experienced staff and caregivers <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i>	25	_____		
2. The response demonstrates how the organization ensures that all persons providing child welfare services maintain a valid child welfare certification. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i>	5	_____		
3. The response demonstrates the Vendor's approach to providing and assessing customer service and achieving client satisfaction for both the organization and its sub-contracted Providers. Response includes specific examples of how the Vendor responds to decreased satisfaction of clients and subcontractors. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i>	20	_____		

Max Total Score: 50

Total Assigned Score: _____

Initials: _____

Date: _____

**ITN SECTION 4.2.6.4, SERVICES APPROACH AND SOLUTION
ATTACHMENT I, SECTION 1.5.4 - QUALITY ASSURANCE (QA) AND CONTINUOUS QUALITY IMPROVEMENT (CQI)
QUESTION 7:**

How well does the response demonstrate the Vendor’s capability and commitment to quality services provided directly by the Lead Agency and sub-contracted agencies? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.5.4 is required.

Max Total Score: 100

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
1. The response includes a comprehensive plan for Quality Assurance/Continuous Quality Improvement (QA/CQI) program that addresses oversight and accountability of the child welfare services continuum, including capacity and resources to sustain ongoing CQI processes. The response demonstrates the use of client outcome and client satisfaction data, as well as the level of staff commitment for this function. The response demonstrates the Vendor’s approach to providing customer service and achieving client satisfaction for both the organization and its sub-contracted Providers. Response includes how the Vendor uses customer service/outcome data to improve service delivery. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i>	25	_____		
2. The response includes a plan to develop and implement an annual Quality Management Plan including a practice framework for conducting QA reviews and how the reviews will be completed. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i>	25	_____		
3. The response includes a plan to develop and implement a CQI process that will improve practice and policies by adjusting training, practice, and policies based on the results of reviews and provide feedback to staff at all levels. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i>	25	_____		
4. The response includes how the organization complies with the requirements outlined in the Quality of Practice Standards and Quality Service Review Protocol for a Child and Family including conducting reviews in accordance with established methodology. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i>	25	_____		

Max Total Score: 100

Total Assigned Score: _____

Initials: _____

Date: _____

**ITN SECTION 4.2.6.5, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.5.5 - LICENSING TASKS AND RECRUITING, TRAINING AND RETAINING FOSTER FAMILIES**

QUESTION 8:

How well does the response demonstrate the Vendor’s capability and commitment to perform licensing tasks and recruiting, training and retaining foster families? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.5.5 is required.

Max Total Score: 310

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>1. The response includes a plan to comply with all licensing required in section 409.175, Florida Statutes, and Chapters 65C-13, and 65C-15, Florida Administrative Code. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	5	_____		
<p>2. The response describes in detail, how the organization will implement the licensing process for family foster homes. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	5	_____		
<p>3. Response describes how the Vendor has successfully collaborated with partner agencies to ensure adequate number of Specialized Therapeutic Foster Homes and group homes. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	100	_____		
<p>4. The response describes actions taken to recruit, train, license and retain a sufficient number and an adequate array of qualified foster homes within Circuits 11 and 16. Fully explains primary objectives and action steps employed to achieve: recruitment; training; licensing and retention of foster families. Explains any challenges and proposed resolutions for services proposed which must be addressed to be effective in meeting the need for qualified foster homes. Response focuses on successful outcomes employed. The response addresses innovative ways to recruit families, training that will be provided to prepare families, supports available to maintain families, and monitoring to ensure families are providing quality care. Response also demonstrates successful innovative actions taken to recruit and retain foster families for children who are 0-5 years of age, sibling groups, LGBTQ, Human Trafficking Victims, etc. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	125	_____		

**ITN SECTION 4.2.6.5, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.5.5 - LICENSING TASKS AND RECRUITING, TRAINING AND RETAINING FOSTER FAMILIES**

QUESTION 8:

How well does the response demonstrate the Vendor's capability and commitment to perform licensing tasks and recruiting, training and retaining foster families? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.5.5 is required.

Max Total Score: 310

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>5. The response defines the Vendor's and subcontractors' responsibility in responding to the needs of foster families. Explains relationship needs as they pertain to the Foster Parent Association for respective communities served. Provides plan for resolution of foster family concerns. Explains philosophy towards partnership with foster care families.</p> <p><i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	75	_____		

Max Total Score: 310

Total Assigned Score: _____

Initials: _____

Date: _____

**ITN SECTION 4.2.6.6, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.7.2 - PLACEMENT SERVICES**

QUESTION 9:

How well does the response demonstrate the Vendor's capability and commitment to deliver Placement Services? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.7.2 is required.

Max Total Score: 215

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>1. The response demonstrates quality and timeliness of placement decisions with the child's best interest in mind, finding the right family for the child, minimizing placement moves, bonding/attachment, maintaining siblings together or continue contact with visits and ensures supervision and placement of children twenty-four (24 hours) a day, seven (7) days a week. The plan addresses the placement needs of special populations such as children who are 0-5 years of age, sibling groups, LGBTQ, Human Trafficking Victims, etc.</p> <p><i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	100	_____		
<p>2. The response specifically addresses the steps, strategies and actions to avoid group care, especially for those under 6 years of age, while ensuring stability, quality placement and the child's best interest.</p> <p><i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	50	_____		
<p>3. The response demonstrates the Vendor's successful approach to secure, approve and review all relative and nonrelative-placements and addresses importance of maintaining the child's connection with relatives and non-relatives when appropriate and in the best interest of the child, maintaining the child in the same community and continuing to search for relatives or significant persons in the child's life. The response describes how home studies are completed and approved prior to placement of the child with anyone, whether a parent, prospective parent, relative or non-relative, in accordance with Florida Statutes.</p> <p><i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	50	_____		

**ITN SECTION 4.2.6.6, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.7.2 - PLACEMENT SERVICES**

QUESTION 9:

How well does the response demonstrate the Vendor's capability and commitment to deliver Placement Services? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.7.2 is required.

Max Total Score: 215

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>4. The response demonstrates how the organization timely coordinates and collaborates with the Department's Interstate Compact on the Placement of Children. The response also demonstrates how the Vendor has successfully addressed out of county placements, including a protocol to ensure ownership and the process utilized to maintain communication with the courtesy case manager.</p> <p><i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	15	_____		

Max Total Score: 215

Total Assigned Score: _____

Initials: _____

Date: _____

**ITN SECTION 4.2.6.7 and 4.2.6.8, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.6.1 & 1.6.2 - CHILD PROTECTION TASKS, SAFETY MANAGEMENT AND FAMILY PRESERVATION SERVICES**

QUESTION 10:

How well does the response demonstrate the Vendor’s capability and commitment to ensure the delivery of Child Protection Tasks, Safety Management and Family Preservation Services? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.6.1 and 1.6.2 is required.

Max Total Score: 340

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>1. The response demonstrates how the Vendor operationalizes with fidelity, the Florida Child Welfare Practice Model, or a model related to service provision to children and families, that emphasizes the engagement and empowerment of parents by utilizing a standard approach to safety decision making and risk assessment to achieve child safety while utilizing robust service arrays to meet the needs of the families we serve. The response includes how the organization ensures the delivery of foster care and trauma informed related services based on an assessment of the needs of the family and establishing plans that are individualized to the family.</p> <p><i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	50	_____		
<p>2. The response describes the Vendor’s outcomes and successes related to a system that utilizes robust service arrays to meet the needs of the families we serve, including, but not limited to, Family Support services provided to children in high or very high risk households to increase protective factors at a macro level to address barriers to long term safety; Safety Management services provided to unsafe children that immediately and actively protect the child from danger threats in home and out of home; Treatment services provided to parent/caregiver that are utilized to achieve fundamental change in functioning and behavior; and Child Well Being services to ensure certain desired conditions to the life of the child are present and their needs are met.</p> <p><i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	100	_____		

**ITN SECTION 4.2.6.7 and 4.2.6.8, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.6.1 & 1.6.2 - CHILD PROTECTION TASKS, SAFETY MANAGEMENT AND FAMILY PRESERVATION SERVICES**

QUESTION 10:

How well does the response demonstrate the Vendor’s capability and commitment to ensure the delivery of Child Protection Tasks, Safety Management and Family Preservation Services? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.6.1 and 1.6.2 is required.

Max Total Score: 340

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>3. The response explains how the Vendor has, implemented strategies to support the expectations, skill development and adequate working conditions for case managers and supervisors to succeed with engaging families, youth and other caregivers in the development of meaningful, individualized case plans and the evaluation of progress towards case plan outcomes, including observable behavioral changes achieved. The Vendor demonstrates an approach for assisting case managers and supervisors with the creation and use of family teams and ongoing teamwork to inform ongoing assessments and decision making. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	100	_____		
<p>4. The response describes how the organization and any subcontractors ensure coordination with Child Protective Investigators to ensure timely case transfer, timely initiation and management of services upon receipt of each case, and documentation of all follow-up activities. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	20	_____		
<p>5. The response describes how the Vendor and any subcontractors ensure the delivery of coordinated responses when cases are multi-agency involved, including requests from the Department’s child protective investigators. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	20	_____		



Department of Children and Families
**ITN # SNR18FS01ITN To Become the Lead Agency for Community-Based Care
 Southern Region – Circuits 11 & 16 Miami-Dade and Monroe Counties**

**ITN SECTION 4.2.6.7 and 4.2.6.8, SERVICES APPROACH AND SOLUTION
 CONTRACT ATTACHMENT I, SECTION 1.6.1 & 1.6.2 - CHILD PROTECTION TASKS, SAFETY MANAGEMENT AND FAMILY
 PRESERVATION SERVICES**

QUESTION 10:

How well does the response demonstrate the Vendor’s capability and commitment to ensure the delivery of Child Protection Tasks, Safety Management and Family Preservation Services? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.6.1 and 1.6.2 is required.

Max Total Score: 340

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>6. The response describes how the Vendor ensures timely and appropriate responses to Special Condition Referrals that are not investigations but which require prevention services in order to deliver prevention and family support services to assist and strengthen the family in order to prevent future maltreatment. The response elaborates on prevention services and how they are successfully incorporated. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	50	_____		

Max Total Score: 340

Total Assigned Score: _____

Initials: _____

Date: _____

**ITN SECTION 4.2.6.9, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.7.1 - ADOPTION SERVICES**

QUESTION 11:

How well does the response demonstrate the Vendor's capability and commitment to deliver Adoption Services? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.7.1 is required.

Max Total Score: 250

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
1. Within the context of the Child Welfare Practice, the Vendor fully explains the actions taken to recruit and retain adoptive families, including for special needs children, sibling groups, LGBTQ, Victims of Human Trafficking, etc., ensuring that families recruited meet the needs and best interests of the child, including racial and ethnic diversity of the children awaiting an adoptive home. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i>	100	_____		
2. The response describes how to match children with potential adoptive families appropriately and in a timely manner to avoid disruption of placement. The response included methods the Vendor has successfully implemented to resolve concerning issues prior to initial placement or at a critical juncture to avoid disruption of a pre-adoptive placement. The response describes the process used to update and maintain the Adoption Exchange website. The response describes the methods used to prepare eligible children in out-of-home care for adoption. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i>	100	_____		
3. The response includes a plan that addresses the importance of pre and post adoption services and designates staff for pre and post adoption support services to adoptive families. The response explains how support services to adoptive families are provided following the legal finalization and ensuring communications are in place so that adoptive parents and adopted children know how to access the identified post adoption services. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i>	50	_____		

Max Total Score: 250

Total Assigned Score: _____

Initials: _____

Date: _____

**ITN SECTION 4.2.6.10, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.8.1 - LIFE SKILLS DEVELOPMENT AND EDUCATION SERVICES
QUESTION 12:**

How well does the response demonstrate the Vendor's capability and commitment to deliver Life Skills Development, Independent Living and Health Services to children, youth and families under the Department's care? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.8.1 is required.

Max Total Score: 175

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>1. The response demonstrates the approach utilized by the Vendor to monitor and ensure each child is assessed and receives appropriate life skill development and educational opportunities that addresses how to prepare youth for success by focusing on education, participating in activities that allow youth to have role models/ connections, overcoming barriers that hinder educational success (maintaining enrollment at same school, minimizing delays in enrollment, timely records transfer) normalcy planning, transition planning for youth aging out of foster care. The response includes ways to address the child's needs for special education, tutoring options, advocacy with the school system, early intervention preschool classes, communication with the court and parents and documentation of all the education efforts (i.e. in FSFN or other system). <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	75	_____		
<p>2. The response includes an analysis of performance of children in care compared to the performance of all children in Miami-Dade and Monroe Counties related to the following measures: a. Attendance Rates for Elementary School, Middle School and High School Students b. Tardiness Rates for Elementary School, Middle School and High School Students c. Average Grades per Grade Level d. Drop-Out Rates per Grade Level e. High School Graduation Rates f. Enrollment Rates in Post-Secondary Education g. Post-Secondary Graduation Rates</p>	0	0		

**ITN SECTION 4.2.6.10, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.8.1 - LIFE SKILLS DEVELOPMENT AND EDUCATION SERVICES
QUESTION 12:**

How well does the response demonstrate the Vendor’s capability and commitment to deliver Life Skills Development, Independent Living and Health Services to children, youth and families under the Department’s care? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.8.1 is required.

Max Total Score: 175

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>3. The response demonstrates how the organization actively involves the student in their educational planning, how it is measured, how often the student is formally involved in the planning process, and the response includes an example of the educational plan.</p> <p><i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	25	_____		
<p>4. The response demonstrates the resources dedicated to the execution of, and taking 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 to improve the educational, employment and life skill outcomes for children. The response demonstrates how barriers that stand in the way of children doing well in school and work are identified. 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. See APPENDIX IX – THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I, SECTION 1.5.2.8.</p> <p><i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	75	_____		

Max Total Score: 175

Total Assigned Score: _____

Initials: _____

Date: _____

**ITN SECTION 4.2.6.11, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.8.2 - INDEPENDENT LIVING AND EXTENDED FOSTER CARE
QUESTION 13:**

How well does the response demonstrate the Vendor’s capability and commitment to deliver Life Skills Development, Independent Living and Health Services to children, youth and families under the Department’s care? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.8.2 is required.

Max Total Score: 125

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>1. The response includes a plan to assess the needs of youth, coordinate services to meet those needs and balance the resources within the budget constraints for the delivery of Independent Living Services to youth formerly in foster care. The response includes detailed explanation of how the Vendor will implement a vigorous Independent Living Program, including Extended Foster Care and Road to Independence, through direct case management or subcontracted case management agencies. The response explains how the Vendor will ensure youth involvement in program planning and design, while also involving the youth in the decisions that affect them. The response addresses the approach to transition planning, accountability for finances, monitoring of educational progress, mentoring of youth, and preparation of youth for adult responsibilities by creating permanent connections with adults to provide a foundation for success. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	125	_____		

Max Total Score: 125

Total Assigned Score: _____

Initials: _____

Date: _____

**ITN SECTION 4.2.6.12, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 1.8.3 - HEALTH SERVICES**

QUESTION 14:

How well does the response demonstrate the Vendor’s capability and commitment to deliver Life Skills Development, Independent Living and Health Services to children, youth and families under the Department’s care? Demonstration of how the Vendor has successfully addressed the same or similar issues referenced in Section 1.8.3 is required.

Max Total Score: 175

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>1. The response demonstrates how the organization oversees, coordinates and follows through on requirements for health care services for children in licensed and unlicensed out-of-home care including the assessment of medical, dental, and mental health needs and how to meet those needs in a timely manner. The response describes how the Vendor ensures that each child receives ongoing periodic preventive physical and dental health screenings to identify and avoid potential problems. This includes an assessment of physical and dental health needs identified in the initial comprehensive needs assessment completed on behalf of the child. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	50	_____		
<p>2. The Vendor provided a detailed approach to how they will move current child welfare practice to improve and sustain child welfare and behavioral health integration at the practice and system levels. The approach includes daily practice activities including: parent screening, referral for behavioral health assessment, parent engagement and retention in care/treatment, family-focused treatment, and aligned planning and teamwork. Additionally, the response demonstrated the Vendor’s successful approach to joint accountability and shared outcomes, information sharing and data systems, training and staff development, and budgeting and program sustainability. The response demonstrates how the organization incorporates behavioral health integration goals to ensure the provision and follow through of appropriate, timely and consistent mental health services to children with severe emotional disturbance utilizing a team planning model, according to the child’s assessed needs. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	125	_____		

Max Total Score: 175

Total Assigned Score: _____

Initials: _____

Date: _____

**ITN SECTION 4.2.6.13, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 2 - PERFORMANCE SPECIFICATIONS**

QUESTION 15:

How well does the response demonstrate the Vendor's capability and commitment to meet the performance specifications set forth in APPENDIX IX – THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I Section 2.1?

Max Total Score: 175

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
1. The response demonstrates the Vendor's approach to using quantitative data and qualitative methods; includes qualitative methods that would be used to inform the quantitative data; and includes mechanisms for effective, timely feedback loops that will provide primary findings and themes, and clear and actionable direction to front-line field staff, case team members and supervisors, management, the Board of Directors, the local community partners, and funding agencies. The response includes a list of any findings from funding or monitoring entities. The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.	20	_____		
2. The response demonstrates the Vendor's approach to meeting and monitoring performance outcomes and/or targets; includes methods by which staff and subcontractor agencies are held accountable for performance outcomes and/or targets, including incentives and penalties, if applicable; includes methods to ensure that staff at all levels, and within subcontract agencies, are informed of, and encouraged to achieve, applicable performance outcomes and/or targets. Response includes a specific description of how approaches were improved, or will be improved, for performance measures that were not consistently achieved in the past (Section 1.1 of SNR18FS01ITN). If applicable, the response should include a list of corrective actions required by the Vendor related to performance measures. The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.	100	_____		
3. The response demonstrates the Vendor's approach to implementing and monitoring quality assurance and quality improvement systems; includes a systems approach to reviewing case work practice and analyzing and reporting information; includes the use of case reviews to emphasize practice and tell the story behind qualitative data; includes the use of case reviews to analyze why the numbers reflect what they do. The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.	50	_____		

**ITN SECTION 4.2.6.13, SERVICES APPROACH AND SOLUTION
CONTRACT ATTACHMENT I, SECTION 2 - PERFORMANCE SPECIFICATIONS
QUESTION 15:**

How well does the response demonstrate the Vendor's capability and commitment to meet the performance specifications set forth in APPENDIX IX – THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I Section 2.1?

Max Total Score: 175

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>4. The response demonstrates the Vendor's approach to reporting, analyzing, and tracking critical incidents (incident reporting) and complaints related to client, stakeholder, employee, family and foster parent groups; includes how trending data from incidents and stakeholder complaints is incorporated into the quality assurance process. <i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	5	_____		

Max Total Score: 175

Total Assigned Score: _____

Initials: _____

Date: _____

ITN SECTION 4.2.7 CORE TEAM AND STAFFING

4.2.7.1 LEADERSHIP TEAM

QUESTION 16:

How well does the response describe the qualifications and credentials of the Vendor’s leadership team?

Max Total Score: 55

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
1. The response describes the qualifications and credentials of the Vendor’s leadership team with an explanation of why the leadership team is qualified to lead their CBC organization in meeting the needs of the ITN. The response includes resumes for the following key leadership personnel, or their equivalents, 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: Chief Executive, Chief Operation Officer, Chief Financial Officer, and all Board Members.	5	_____		
2. The response includes a table of organization and identifies key roles including, but not limited to, program management, program development, financial management, quality assurance, and information systems. For each key position, duties, responsibilities and succession planning are included.	50	_____		

Max Total Score: 55

Total Assigned Score: _____

Initials: _____

Date: _____

ITN SECTION 4.2.7 CORE TEAM AND STAFFING

4.2.7.2 DIRECT SERVICE STAFFING

QUESTION 17:

How well does the response demonstrate the Vendor’s capability and commitment to recruit and retain key personnel and direct service personnel as referenced in **APPENDIX IX- THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I, SECTION 1.9.1.** that are essential to this project?

Max Total Score: 250

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
<p>1. The response includes an operational approach (including sub-contracted Case Management Organizations) to the recruitment, training, and supervision of qualified direct service personnel (APPENDIX IX – THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I, Section 1.9.1). The response defines the approach to recruitment of culturally diverse staff able to meet the unique cultural needs of the community. The response includes the proposed outline or hierarchical structure with determinations on how staff will be organized by caseload, function and subcontractor duty. The approach should emphasize practices to ensure caseloads and number of children are maintained at appropriate, effective and manageable levels in accordance with the Child Welfare League of America standards. Functions to be staffed by Vendor must be clearly demarcated from those proposed for subcontracting. The response emphasizes practices performed to train, supervise and maintain qualified personnel with the goal of minimal caseload disruption.</p> <p><i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	100	_____		
<p>2. The response specifically demonstrates what is done to reduce case manager turnover and promote stability of the workforce. The response includes turnover rates of case managers and other key personnel, and how those rates are calculated, for all proposed subcontracted providers. The response addresses all applicable personnel grievance and conflict resolution practices.</p> <p><i>The response should include examples of how the Vendor has successfully addressed the same or similar issue(s). The response should not merely be a reiteration of key points from this ITN nor a general description of what will be done.</i></p>	150	_____		

Max Total Score: 250

Total Assigned Score: _____

Initials: _____

Date: _____

**ITN Section 4.2.8.1., TRANSITION PLAN
CONTRACT ATTACHMENT I, SECTION 1.4.5**

QUESTION 18:

How well does the response demonstrate the Vendor’s capability and commitment to serve as a Lead Agency to manage and ensure the transition of an integrated system of care for the provision of foster care and related services?

The response should describe specifically HOW the Vendor will ensure the seamless transition of services and should not merely be a reiteration of key points from this ITN.

Max Total Score: 150

Consideration	Max Score	Assigned Score	Page #(s)	Notes/Comments
1. The response includes a proposed transition timeframe for the transfer to or from a successor of staff, equipment, case management services, administrative services and functions, and sub-contracted services, that is delineated by program area and geographic region. This timeframe must provide for the initiation of transition activities no less than 180 days prior to expiration of the contract term, as well as the successful completion of all transition activities upon expiration. Specific transition activities are identified, responsibility assigned and time frames for accomplishment stated.	25	_____		
2. The response includes identification of any additional transition services or functions required by the Provider, the Department, or successor and any third party, as necessary, to ensure a seamless transition in planning, management and service delivery, and the proposed means of implementation.	25	_____		
3. The response includes provisions and timetables for the preparation and transfer of existing personnel, where appropriate, to a successor to ensure continuity of service and seamless transition throughout the phase-out process.	25	_____		
4. The response includes provisions and timetables for informing and educating consumers, staff, stakeholders, community partners and others on issues relating to the transition as may be appropriate.	25	_____		
5. The response includes provision for the orderly interim and final transfer of all contract related records and information from the provider to a successor, including, but not limited to: client files, client demographics, financial records and back-up.	25	_____		

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<p>6. The response recognizes the need to ensure a smooth transition in planning, management and services, the transition plan ensures that the Provider’s successor will be an active partner in all transition activities. The transition plan shall address the need for appropriate agreements providing access by a successor and third parties to Provider records and information reasonably necessary to ensure proper planning and ensure child safety and continuity of service to families being served during and after the transition period. This includes, but is not limited to an updated inventory report listing all tangible personal property; financial reports including, but not limited to detailed expenditures covering the period from the effective date of the contract through the month preceding the date of the Termination Notice; a copy of all subcontracts held by the Provider, copies of the most recent monitoring reports, and year-to-date expenditure reports for each; and a detailed personnel report that includes all positions funded in whole or part through this contract, vacant positions, and projected vacancies.</p>	25	_____		
<p>Max Total Score: 150</p> <p>Total Assigned Score: _____ Initials: _____ Date: _____</p>				