Application Instructions

Integration of Substance Abuse, Mental Health And Child Welfare Services Pilot

Grant Solicitation # _LJZ63

Offered by the
Florida Department of Children and Families
Office of Family and Community Services

All applications must be received by the Office Family and Community Services at:

1317 Winewood Boulevard
Building 1, Room 307
Tallahassee, FL 32399-0700

Before 12:00 p.m. on June 24, 2013
Section 1. Introduction

The Department of Children and Families (Department), Office of Family and Community Services is issuing this solicitation to interested parties for the purpose of piloting programs that provide family focused treatment services as opposed to a child focus service. The intent is to fully integrate substance abuse and mental health treatment services for families participating in the child welfare case management system. The proposed pilot programs shall be designed to demonstrate the effectiveness of a family treatment focus as opposed to a child focus, which will fully integrate substance abuse and mental health treatment services into case management when working with children and their families participating in the child welfare system.

This solicitation is issued in accordance with the provisions of Section 287.057, Florida Statutes (F.S.), Chapter 60A-1 of the Florida Administrative Code (F.A.C.), and applicable Department policies and procedures. Any person interested in responding to the solicitation must comply with any and all of the terms and conditions described in the solicitation. A failure to read, understand, or comply with the terms of the solicitation may result in the Department’s inability to accept or fully consider the response.

1.1 Statement of Need and Purpose

The Department is seeking innovative practices in order to maximize efficiencies and outcomes for children and families throughout the State of Florida, resulting in enhanced safety, well-being and permanency for identified children whose parents have substance abuse or mental health issues (or both).

Parental substance abuse is a major contributing factor in cases of child abuse and neglect and is one of the major reasons for child out-of-home placements, as well as posing a barrier to children’s safety. In FY 2010-2011, fifty-six percent (56%) of the child abuse allegations that were verified had indications of parental substance use disorders. During this same timeframe, sixty percent (60%) of the out-of-home placements were due to parental substance use disorders. There also were twice as many children with parents with substance abuse disorders in care for more than nine (9) months than for children with parents without indications of substance abuse.

From FY 06-07 through FY 10-11, the number of adults involved in the child welfare system due to prescription drug problems increased from 991 to 3,495 – a 253% increase. The inability to access treatment prolongs the time to re-unification for the family and causes numerous complications meeting the expectations of their case plans.

Traditionally, when child protective investigators suspect substance use or mental health disorders, they refer the parent to a substance abuse or mental health treatment program for an assessment and subsequent treatment. This practice has proven in Florida and nationally to be less than effective. Many parents do not make or keep appointments for their assessment and subsequent treatment.

The goal of the pilot programs to be funded by this grant is to demonstrate more effective approaches to the problem of treating substance abuse and mental illness among parents of children involved in the child welfare system.

1.2 Mandatory Applicant Qualifications

1.2.1 Community-Based Care (CBC) Lead Agency
The vendor must be currently under contract with the Department and is designated as a Community-Based Care (CBC) Lead Agency, as defined in section 409.1671, F.S.

1.3 Funding Cycle and Funds Availability

Florida Statutes Chapter 2013-40 Section 3, Human Services Proviso language is as follows:

From the funds in specific Appropriations 337 and 345, 4.8 million in nonrecurring funds from the Federal Grants Trust Fund is provided for a pilot program to integrate substance abuse and mental health treatment services into the case management of families participating in the child welfare system. The Department of Children and Families shall award up to eight grants to CBC Lead Agencies through a competitive process, and will procure an evaluation of the pilot programs’ performance outcomes, cost effectiveness, and potential for successful replication.

Section 2. Scope of Grant Activities

Section 2.1 Program and Fiscal Requirements

2.1.1 Definitions
Contract terms and program or service specific terms can be found in the Draft Attachment I, which is being posted on the Department of Management Services (DMS) Vendor Bid System website (VBS) along with this GRANT, and is herein incorporated by reference.

2.1.2 Minimum Programmatic Specifications
The selected Respondent shall perform the tasks outlined in the Draft Attachment I in accordance with all terms thereof.

2.1.3 Minimum Financial Specifications
The selected Respondent shall be compensated in the manner set forth perform in the Draft Attachment I in accordance with all terms thereof.

2.1.4 Mandatory Requirements
The vendor must meet the requirements of Appendix III, items 3 c. through k and 4.

Section 2.2 Administrative Requirements

2.2.1 Order of Precedence of the Documents
In the event of conflict in terms among the foregoing, the following order of precedence will apply.

2.2.1.1 Attachment I.

2.2.1.2 All attachments and exhibits to Attachment I.

2.2.1.3 The Department’s Standard Contract.
2.2.1.4 The vendor’s proposal. The proposal submitted in response to this GRANT may be incorporated into or attached to the contract but will not change the provisions of the above documents.

2.2.2 Grant Agreement Terms and Conditions

Refer to Appendix I for a copy of a sample grant award letter and terms and conditions.

2.2.3 Audit Attachment

Refer to Appendix I, Audit Attachment, for information regarding required audits.

Section 3. Grant Solicitation and Evaluation Process

3.1 Overview of Grant Solicitation Process

Proposals that meet the Mandatory Requirements of this GRANT (see Section 5.1) and are otherwise responsive will be eligible for evaluation. Following the evaluation and the Secretary’s decision regarding the recommended ranking, the Department will post a notice of intended contract award, identifying the vendor(s) selected for award.

3.1.1 Contact Person and Procurement Manager

Dwight Williams, Procurement Manager
Department of Children and Families
1317 Winewood Blvd. Room 307
Tallahassee, FL 32399-0700
Dwight_Williams@DCF.state.fl.us

3.1.2 Contacting Department Personnel

Applicants are permitted to contact the Procurement Manager after the notice of solicitation has been posted. The Procurement Manager will respond to applicant questions based upon the written grant solicitation document. The written solicitation document is binding. In the event that oral responses provided are in conflict with the solicitation document, the written solicitation instructions shall govern.

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. mail, or other common courier. No facsimiles or telephone calls will be accepted for any reason.

3.1.3 Advertisement and Posting

3.1.3.1 Notices Regarding the GRANT

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the DMSVBS website located at: http://vbs.dms.state.fl.us/.

In order to find postings at such location:

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

It is the responsibility of prospective vendors to check the VBS for addenda, notices of decisions and other information or clarifications to this GRANT.
### 3.1.4 Schedule of Events and Deadlines

<table>
<thead>
<tr>
<th>Activity</th>
<th>Due Date</th>
<th>Time</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertise/Release Solicitation</td>
<td>6/12/2013</td>
<td>5:00 p.m.</td>
<td>DMS VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a></td>
</tr>
<tr>
<td>Solicitation Conference Call</td>
<td>6/17/2013</td>
<td>2 p.m.</td>
<td>Department of Children and Families</td>
</tr>
<tr>
<td>Submission of written inquiries must be received by:</td>
<td>6/18/2013</td>
<td>5:00 p.m.</td>
<td>Attn: Procurement Manager Dept. of Children &amp; Families</td>
</tr>
<tr>
<td>Earliest Date to Submit Application</td>
<td>6/17/2013</td>
<td>8:00 a.m.</td>
<td>Office of Child Welfare Bldg. 1, Room 307 1317 Winewood Blvd. Tallahassee, FL 32399-0700</td>
</tr>
<tr>
<td>Deadline to Submit Application</td>
<td>6/24/2013</td>
<td>12:00 p.m.</td>
<td>Attn: Procurement Manager Office of Child Welfare Bldg. 1, Room 307 1317 Winewood Blvd. Tallahassee, FL 32399-0700</td>
</tr>
<tr>
<td>Procurement Manager Review for Completeness</td>
<td>6/24/2013</td>
<td>12:15 p.m.</td>
<td>N/A</td>
</tr>
<tr>
<td>Application Completeness Correction Ends</td>
<td>6/27/2013</td>
<td>5:00 p.m.</td>
<td>N/A</td>
</tr>
<tr>
<td>Evaluation Panel meets</td>
<td>6/24/2013</td>
<td>9:00 a.m.</td>
<td>Office of Child Welfare Bldg. 1, Room 307 1317 Winewood Blvd. Tallahassee, FL 32399-0700</td>
</tr>
<tr>
<td>Evaluation panel completes review and scoring</td>
<td>7/3/2013</td>
<td>5:00 p.m.</td>
<td>Office of Child Welfare Bldg. 1, Room 307 1317 Winewood Blvd. Tallahassee, FL 32399-0700</td>
</tr>
<tr>
<td>Estimated Posting of Grant Award</td>
<td>7/5/2013</td>
<td>N/A</td>
<td>DMS VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a></td>
</tr>
</tbody>
</table>
Anticipated Effective Date of Grant Award | 7/15/2013 | N/A | N/A

All vendors are hereby notified that the meetings noted with an asterisk above (*) are open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Solicitation Conference, in which comments and questions will be taken from vendors).

The earliest date on which an applicant may submit their application is ten (10) days following the posting of the notice of grant solicitation on the VBS. The date is June 21, 2013. The deadline for all submissions of applications shall be June 24, 2013 by 12:00 noon Eastern Time. Applications must be received by the Department in the Office of Child Welfare, Building 1, Room 307, 1317 Winewood Blvd., Tallahassee, FL 32399-0700.

### 3.1.5 Solicitation Conference (Call)

The purpose of the Solicitation Conference (Call) is to review the GRANT with interested vendors so that areas of misunderstanding or ambiguity are clarified. The Department encourages all prospective vendors to participate in the solicitation conference, during which vendors may pose questions. The Solicitation Conference (Call) for this GRANT will be held at the time and date specified in Section 3.1.4., Schedule of Events and Deadlines.

#### 3.1.5.1 Official Department Responses

Only responses posted on the VBS website are to be considered official Department responses to questions, whether the question is presented during the Solicitation Conference (Call) or submitted in accordance with Section 3.1.5 below.

#### 3.1.5.2 Participation is NOT a Pre-requisite

Participation in the Solicitation Conference (Call) is not a pre-requisite for acceptance of proposals from prospective vendors.

### 3.1.6 Written Inquiries

Other than during the Solicitation Conference (Call) prospective vendor questions will only be accepted if submitted in writing to the Procurement Manager specified in Section 3.1.1, (via electronic mail,) U.S. mail, or other delivery service, and received on or before the date and time specified in Section 3.1.4, Schedule of Events and Deadlines. No questions will be accepted by facsimile or telephone.

Copies of the responses to all inquiries, and clarifications or addenda if made to the GRANT, will be made available by the date and time specified in Section 3.1.4 through electronic posting on the VBS website at:

http://vbs.dms.state.fl.us/vbs/main_menu

### 3.1.7 Department Not Responsible for Cost of Preparation of Applications

The Department is not responsible for any costs incurred by an applicant in responding to this grant solicitation. Such costs are not eligible for reimbursement from the grant award.
3.1.8 Applicant Ranking and Secretary’s Decision

3.1.8.1 Ranking by Procurement Manager
The Procurement Manager will develop a ranking based on the methodology provided in Appendix X. This ranking will serve as the recommended ranking of the Department’s evaluators.

3.1.8.2 Recommendation of the Procurement Manager
After developing the recommended ranking per Section 3.1.8.1, the Procurement Manager will provide to the Secretary or his designee a report on proposals deemed nonresponsive and, as to those deemed responsive, the recommended ranking of the evaluators, along with a recommendation for final action, which may include a recommendation that one or more otherwise responsive proposals be deemed ineligible pursuant to the provisions of Section 1.2.1.

3.1.9 Notice of Grant Awards
The Department will post a Notice of Intent to Award Contract, stating its intent to enter into one (1) or more contracts with the vendor or vendors identified therein, on the DMS VBS website (http://vbs.dms.state.fl.us/vbs/main menu). Any negotiations to finalize terms and conditions of the contract after such notice will involve a Department designee and not the Department's negotiation team, although members of the team may assist the designee in such negotiations.

3.1.10 Formal Appeals
The Department will provide for a process for appeals related to grant solicitations. If you believe the Department's decision is in error, you may submit a written petition for an administrative hearing to contest the decision. Failure to request an administrative hearing within 21 days provided below shall constitute a waiver of the right to a hearing. Your written petition for an administrative hearing must be received by the Department within 21 days of your receipt of the award notice.

You must submit your written request for an administrative hearing to the Department at the following address:

Agency Clerk
Department of Children and Family Services
1317 Winwood Boulevard
Building 2, Room 204-X
Tallahassee, FL  32399-0700

Please note that a request for an administrative hearing must comply with section 120.569(2)(c), F.S., and rule 28-106.201(2), F.A.C. Those provisions, when read together, require a petition for administrative hearing to include:

• The name and address of the agency (Department) affected, and the agency’s file or identification number, if known;
• Name, address, and telephone number of the petitioner;
• The name, address, and telephone number of the petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding;
• An explanation of how the petitioner's substantial interests will be affected by the agency determination;
• A statement of when and how the petitioner received notice of the agency decision;

• A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

• A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

• A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

• A statement of the relief sought by the petitioner, stating precisely the action you wish the agency to take with respect to the agency's proposed action.

Section 120.569, F.S., and rule 28-106.201(4), F.A.C., require that a petition be dismissed if it is not in substantial compliance with the requirements above.

3.2 The Evaluation Process and Criteria

3.2.1 How Applications Will Be Evaluated

Upon receipt of the application, the Department will date stamp and log the application in as received on the grant solicitation log. The initial step in the review and evaluation process will be to review each application for completeness. Only applications that are complete when received or as corrected as provided under Section 3.2.2 will be eligible for evaluation.

To score the applications, the Department will convene a team of persons knowledgeable in the program area, which may include employees of other state agencies or entities to serve as grant evaluators. Evaluators will be free of conflict of interest with potential applicants.

The evaluators will score the applications for ranking based on the criteria described in Section 3.2.3 and Appendix VIII. The rankings from the review team shall be provided as a recommendation to the Secretary, along with input from the Office of Family and Community Services on any issues with respect to eligible or ineligible costs included in the applicant's budget.

The Secretary, or his designee, will award grants to the applicants, whose proposals are determined by the Secretary to be the most advantageous to the state.

3.2.2 Completeness Criteria and Correction

The Procurement Manager will initially review applications received to determine whether the applications are substantially complete. This will address whether required forms are present and properly signed, that the proposal appears to have addressed application contents required, and that there is not an easily discernible or obvious error that may be readily corrected.

Should an error be detected, the Procurement Manager will notify the applicant and the applicant will be afforded three (3) business days to take corrective action to adjust the
application. During the correction period, the applicant is permitted to take action only to correct completeness errors cited by the Office of Family and Community Services, and not to supplement its application for the purpose of improving competiveness, or to add material for any other purpose.

The Office of Family and Community Services is under no obligation to detect or offer the opportunity for completeness or corrective action. The Office of Family and Community Services’ election to afford this opportunity should not, and does not give rise to an expectation of application correction. The Department has elected to afford an opportunity for applicants to correct incomplete items, but the applicant is solely responsible for completing the corrective measures and ensuring their receipt by the Office of Family and Community Services.

3.2.3 Description of Evaluation Criteria

Applications will be evaluated based upon the evaluation criteria in Sections 4.2.1.7 through 4.2.1.14.

Section 4 Instructions for Preparation and Submission of Applications

4.1 Submitting an Application to the Department.

Eligible applicants must deliver their grant application to the Department, Office Family and Community Services, Building 1, Room 307, 1317 Winewood Blvd., Tallahassee, FL 32399-0700, by the deadline established in Section 3.1.4 of the solicitation. No faxed or electronic delivery shall be permitted for submission of applications.

Applications received after the noticed deadline shall be rejected and returned to the applicant without review. There shall be NO EXCEPTIONS or WAIVERS. The applicant is exclusively responsible for the delivery of the application to the Department. Applications must be received in the Office at the above address by the deadline. Applicants must make sure that if the application is mailed or sent by courier service that they allow adequate time for the application to be delivered to the Department. The Department will not entertain appeals based on the failure of a delivery service to make timely delivery.

4.2 Format and Content of the Application

The applicant shall submit an original signed application plus three (3) copies of the application to the Department. The copies maybe furnished by submitting three (3) photocopied applications or three (3) sets of the application materials on a cd, usb, flash drive or memory stick. Failure to submit an original signed application, plus the required number of copies (3) either by paper copies, or materials submitted on a cd, usb, flash drive or memory stick following the completeness review period, shall result in the rejection of the application. The original signed application shall be clearly labeled on the cover sheet "ORIGINAL" to identify the original signed application.

Proposals must be typed, single-spaced, on 8-1/2" x 11" paper and be a maximum of 50 pages. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The proposal must be bound in 3-ring binders, labeled and submitted in Tabbed Sections in the order listed in Sections 4.2.1.3 through 4.2.1.12 for the programmatic section of the proposal, Section 4.2.1.14 for the separately bound cost section of the proposal, and Section 4.2.1.13 bound separately for the Financial Stability Documentation.
4.2.1 Application Content

4.2.1.1 Title Page

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

- Department to which proposal is submitted;
- Title of proposal;
- Service area (County (ies)) for which proposal is being submitted;
- GRANT number;
- Identification of enclosed documents;
- Prospective vendor’s name and federal tax identification number;
- Name, title, telephone number and address of person who can respond to inquiries regarding the proposal; and
- Name of program coordinator (if known).

4.2.1.2 Vendor’s Cross Reference Table

Vendor proposals must include a cross-reference between the proposal and the GRANT requirements in Section 4.2.1.3 through 4.2.1.14. Separate cross-reference tables must be developed for the Programmatic and Cost Proposals. The Programmatic cross-reference table must be directly behind the title page in the Programmatic Proposal. The Cost Proposal cross-reference table must be directly behind the title page in the Cost Proposal. Both cross-reference tables must be formatted as follows:

<table>
<thead>
<tr>
<th>SAMPLE GRANT / PROPOSAL CROSS REFERENCE TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRANT</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>10</td>
</tr>
<tr>
<td>11</td>
</tr>
<tr>
<td>11</td>
</tr>
</tbody>
</table>
4.2.1.3 Programmatic Proposal – TAB 1: Required Vendor’s Statements and Certifications – Mandatory Requirements

The proposal must include all of the mandatory requirements, described below, and must be received by the date and time and at the address specified in Section 3.1.4.

4.2.1.4 Certificate of Signature Authority

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

4.2.1.5 Acceptance of Contract Terms and Conditions

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

4.2.1.6 Programmatic Proposal – TAB 1: Tie Breaking Certifications

The proposal may include the Master Certification - Tie Breaking Certifications (also in Appendix III). The vendor may check the “true” box for any or all Tie Breaking Certifications identified in Appendix III l. through o. for which a vendor qualifies. Completion of the Tie Breaking Certifications is optional for qualifying vendors, however, a vendor waives all rights to consideration of a “tie breaker” if it fails to timely submit the certification for a “tie breaker.”

[NOTE that the following is an example of how the GRANT could require replies to be organized.]

4.2.1.7 Programmatic Proposal – TAB 2: Understanding the Statement of Purpose

- Identifies local need to integrate substance abuse and child welfare services;
- Collaborates with the local area’s Managing Entity for Substance Abuse and Mental Health;
- Demonstrates the need for integrated services in the specific geographic area based on high risk of child abuse and neglect resulting from substance abuse and mental health relevant to the defined target population;
- Demonstrates how the goals and performance specifications will be achieved and how families will stay engaged;
- Demonstrates how the identified service needs will be coordinated; and
- Provides a plan to sustain the program after funding period ends on June 30, 2014.

4.2.1.8 Programmatic Proposal – TAB 3: Description of the Vendor’s Organizational Qualifications

- Demonstrates a full and complete commitment to meeting the Department’s requirements and client service needs.
- Demonstrates a degree of innovation or imagination in serving the at-risk population identified in this proposal.
• Demonstrates staff and/or contracted staff are able to provide and coordinate all identified services relevant to the integration of substance abuse and mental health services for child welfare clientele.

• Demonstrates relationships with multiple referral sources.

• Provides at least three (3) Letters of Reference from local community agencies, submitted on Company Letterhead that include, at a minimum, the length of time affiliated with the Vendor, the professional relationship with the Vendor and the ability of the Vendor to provide competent and satisfactory services.

4.2.1.9 Programmatic Proposal – TAB 4: Description of Vendor’s Technical Capability

• Addresses and describes the availability of adequate information systems to support the project’s financial, administrative, and client services requirements.

• Addresses and describes the availability of adequate information systems to support the project’s financial, administrative, and client services requirements.

• Addresses and describes methods for meeting the requirements for records and documentation standards required by law, rule, or prescribed best practices.

4.2.1.10 Programmatic Proposal – TAB 5: Description of Project Staffing

• Defines job responsibilities of the sub-contractor’s staff, if applicable and how these responsibilities follow the requirements are defined in the solicitation.

• Describes the proposed assignment of staff with associated supervision, including, at a minimum: (1) a description of how the staff will be assigned to address all functions associated with the proposed statement of work, program, or project, and (2) specific numbers, qualifications, licenses, credentials and roles of each supervisor or manager assigned to the project.

• Provides individual position descriptions describe the knowledge, skills, and abilities necessary to complete the contract services that align with the organizational chart and support the ability to perform the services of the contract.

• Provides resumes of each proposed staff member by position title and proposed staff member’s name that supports skills necessary to perform family treatment as outline in this proposal for services to all specified target populations.

• Includes a copy of the agency’s Employment Screening and Verification policy and procedures and a timeframe for each proposed staff to have completed employment screening prior to employment on the project and continued employment.

• Provides an organizational chart displays the function of each staff member and how each staff member fits into the total vendor organization and how each position relates to the other.

4.2.1.11 Programmatic Proposal – TAB 6: Description of Project Management

• Includes a Project Management Plan with Timelines

• Includes a Sustainability Plan

• Provides an overall approach to the organization of the project that adequately addresses the scope and complexity of the contract tasks.
- Contains a comprehensive Project Management Plan with a Timeline that describes what, when, who, where and how the specified tasks and activities will be completed during state fiscal year 2013-14.

- The Program description is cohesive and integrated. Program is able to positively influence participant outcomes. The definition of who will be considered a program participant is clear. The target population is clearly identified. The number of participants is reasonable and appropriate given the scale of the project.

- Provides an effective quality control system that quickly identifies service delivery deficiencies with an emphasis on how the Vendor will complete the Integration of Substance Abuse, Mental Health and Child Welfare Case Management Services.

- Provides a sustainability plan that includes fundraising, in-kind donations or other proposals showing how the program will continue if necessary without federal or state funding after State Fiscal Year 2013-14.

4.2.1.12 Programmatic Proposal – TAB 7: Description of Vendor's Approach and Solution

- Contain a plan describing a comprehensive and well-thought approach to the project and a reasonable system for completing the pilot.

- Contain a plan for the utilization of “life coaches” or paraprofessionals to complement clinical services.

- Demonstrates relationships or memoranda of understanding with multiple referral sources: Healthy Families, Healthy Start, County Health Department, local school system, WIC and ACCESS sites, etc.

- Provides evidence that contracting personnel possess demonstrated records of providing the same or similar services in environments that correspond to the one contemplated by the solicitation.

- Provides evidence that it has used this approach effectively to serve former clients and current clients.

4.2.1.13 Programmatic Proposal – TAB 8: Description of the Vendor’s Financial Stability

- Identifies all sources of revenue received for the total operation of the company or agency.

- Describes the company or agency’s internal system for fiscal control and oversight.

- Describes the company or agency’s maintenance of fiscal records (e.g., are records kept in an auditable format for easy access by the department).

4.2.1.14 Programmatic Proposal – TAB 9: Cost Proposal

- Provides both the Project Budget Summary and Project Budget Detail with budget narrative.

- Displays the Project Budget Summary with line items that are within the maximum allowable funds that are (1) allowable, (2) reasonable, and (3) necessary.
• Demonstrates costs displayed in the Project Budget Summary and Project Budget Detail reflects items that are cost effective and focus on ensuring successful outcomes.

• Describes costs in the Project Budget Detail display the methodology used to calculate the total line item.

• Displays the methodology used to calculate the total line item costs described in the Project Budget Detail.

• Provides all staff costs to include a rate of pay, amount of time devoted to the project, and the Project Budget Detail describes each fringe benefit and the cost of each fringe benefit.

• Provides a Project Budget Detail and budget narrative that supports the proposed Project Budget Summary.

• Provides a Project Budget Detail and budget narrative that describes the amount of time and cost associated with the delivery of direct services as compared to the amount of time and cost associated with travel.

• Provides evidence the Project Budget Summary and Project Budget Detail do NOT include indirect cost or the indirect cost that is limited to a maximum of 10%, and is in sufficient detail to support the necessity for the costs presented if any and reasonable costs that support contract completion.

• Provides a Cost Allocation Plan that clearly displays the allocation of costs across funding sources.

• Provides evidence the Project Budget Summary and Project Budget Detail do NOT include any cost escalation or service reduction.

• Provides evidence the Project Budget Summary and Project Budget Detail do NOT include the purchase of information technology or video equipment and contains a statement the vendor will supply all information technology and video equipment at no cost the Department.

• Provides written justification to support that the cost is competitive.

4.2.2 Application Scoring Criteria

The Department’s evaluators will evaluate each proposal in accordance with the criteria and methodology provided in the Rating Sheets (Appendix VIII).

4.2.3 Supporting Materials and Required Certifications

4.2.3.1 Application of Mandatory Requirements

A vendor must comply with all Mandatory Requirements in order to be considered for selection under this GRANT. The Mandatory Requirements for this GRANT are set forth in Appendix III.

• The Procurement Manager will examine each proposal to determine whether the proposal meets the Mandatory Requirements specified in Appendix III. A proposal that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

• Meeting the Mandatory Requirements is a minimum threshold and shall not impact any ranking in the evaluation process.
• An initial determination that a proposal meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness

4.2.3.2 Vendor Registration in MyFloridaMarketPlace

In order to be paid, each vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under rule 60A-1.030(3), F.A.C. If the vendor is already registered in MyFloridaMarketPlace prior to submitting a proposal, the vendor may include a signed Certificate of Registration. Vendors who are not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the proposal, however, proof of registration or exemption must be provided prior to execution of a contract, if any.

4.2.4 Completeness Checklist

Each applicant shall fill out the grant completeness checklist, using the form in Appendix V. The Department will use the completeness form in its review of the proposal to identify incomplete or missing information. The Applicant shall insert the Completeness Checklist behind Tab 6 of the grant proposal.

Section 5 Grant Agreement, Forms and Reporting

5.1 Grant Agreement, Terms and Conditions

The Department's grant agreement shall consist of the Grant Award Letter, the Audit Attachment, and the Terms and Conditions contained in Appendix I. The approved grant budget, the grant solicitation, and the Applicant's grant proposal shall be made a part of the grant agreement.

5.2 Forms and Certifications

If awarded a grant by the Department, the Applicant shall execute the Certification Regarding Lobbying, as contained in Appendix VII.

Appendices

I. Grant Award Letter, Terms and Conditions, Audit Attachment
II. Certificate of Signature Authority
III. Vendor’s Certifications
IV. Budget Summary and Detail, Project Budget Summary
V. Completeness Checklist
VI. Mandatory Requirements Checklist
VII. Certification Regarding Lobbying
VIII. Application Form: Scoring Criteria
IX. Reference Guide for State Expenditures
Appendix I

**Sample Award Notice**
Grant Solicitation #XXXXX

1. Integration of Substance Abuse, Mental Health and Child Welfare Services Pilot Grant.

2. Submission Window: June 14- June 24, 2013

3. Contact Person and Procurement Manager:

   Dwight Williams  
   Office of Family and Community Services  
   Department of Children and Families  
   1317 Winewood Blvd.  
   Tallahassee, FL 32399-0700  
   Phone: 850-717-4395  
   Fax: 850-487-1361  
   Email: Dwight_Williams@dcf.state.fl.us

4. Intended Grant Awards

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<tr>
<th>Applicant</th>
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**TOTAL AWARDS**

*Total award amount is conditioned upon receipt of $4,800,000 from the funds specified in specific Appropriations 337 and 345 nonrecurring from the Federal Grants Trust Fund.

5. Anticipated Effective date of awards:
   July 17, 2013

6. Notice of Appeal of Rights:

   If you believe the Department's decision is in error, you may submit a written petition for an administrative hearing to contest the decision. Failure to request an administrative hearing within twenty-one (21) days provided below shall constitute a waiver of the right to a hearing. Your written petition for an administrative hearing must be received by the Department within twenty-one (21) days of your receipt of this Notice. You must submit your written request for an administrative hearing to the Department at the following address:
Agency Clerk  
Department of Children and Family Services  
1317 Winewood Boulevard  
Building 2, Room 204-X  
Tallahassee, FL 32399-0700  

Please note that a request for an administrative hearing must comply with section 120.569(2)(c), F.S., and rule 28-106.201(2), F.A.C. Those provisions, when read together, require a petition for administrative hearing to include:

• The name and address of each agency affected and each agency's file or identification number, if known;

• The name, address, and telephone number of the petitioner;

• The name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;

• An explanation of how the petitioner's substantial interests will be affected by the agency determination;

• A statement of when and how the petitioner received notice of the agency determination;

• A statement of all disputed issues of material facts. If there are none, the petition must so indicate;

• A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

• A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

• A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

Section 120.569, F.S., and rule 28-106.201(4), F.A.C., require that a petition to be dismissed if it is not in substantial compliance with the requirements above.
I. THE RECIPIENT AGREES AS FOLLOWS:

A. Grant Agreement
   It will comply with the provisions of the Department’s grant solicitation, if any, and perform all activities, terms, and conditions, described by the Recipient in its proposal to the Department, unless otherwise specifically superseded by the provisions set forth in any attachments or exhibits to this agreement. If the Recipient submitted an unsolicited grant application to the Department, the Recipient shall perform all activities, terms, and conditions, described by the Recipient in its application unless otherwise specifically superseded by the provisions set forth in any attachments or exhibits to this agreement.

B. State of Florida Law, Jurisdiction, and Venue
   This agreement is executed and entered into the State of Florida and shall be construed, performed, and entered in all respects in accordance with the Florida law including provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this agreement. Venue is the appropriate state court in Leon County, Florida. The Recipient shall use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees. The Recipient shall include the requirement to use the E-verify system to verify employment eligibility of subcontractor employees in any subcontract it executes for performing work under this agreement.

C. Federal Law and Prohibitions Against Lobbying
   If this agreement is funded by the use of federal funds the Recipient shall comply with any and all of the provisions of federal law and regulation including, but not limited to 45 CFR, Parts 74 and 92, the Clean Air Act and Federal Water Pollution Control Act as applicable, the Energy, Policy and Conservation Act (Public Law 94-163) and any Executive Orders pertaining to the use of the grant funds. No federal funds may be used by the Recipient or its employees or agents for lobbying Congress of the Florida Legislature. The Recipient shall not employ unauthorized aliens. The Recipient shall comply with all laws, orders, and regulations pertaining to Equal Employment Opportunity. If applicable, the Recipient shall comply with the Pro-Children Act of 1994.

D. Audits, Inspections, Investigations, Monitoring, Records, and Retention
   The Recipient shall maintain books, records, documents, and electronic storage media, hereinafter “records,” sufficient to reflect all income and expenditures of funds provided by the Department under this agreement and to demonstrate the satisfactory performance of all activities required by this agreement. The Recipient shall maintain such records for a period not less than six (6) years after completion or termination of the agreement, unless a longer retention period is mandated by state or federal law or regulation. The Recipient shall make all records available for inspection by the Department, persons duly authorized by the Department, federal authorities, or law enforcement personnel upon demand. At no additional cost to the Department the Recipient shall make and supply such copies of records as may be necessary for investigations, audits, program reviews, and compliance determinations to any organization or person duly authorized to inspect the records. The Recipient shall comply with the requirements of Chapter 119, F.S. The Recipient shall fully cooperate with the Department’s agreement monitoring activities.

E. Indemnification and Insurance
   The Recipient 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 Department from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to any alleged act or omission by the Recipient, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors, provided, however, that the Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department.
   The Recipient shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to Department’s misuse or modification of Recipient’s products or a Department's operation or use of Recipient’s products in a manner not contemplated by the agreement. If any product is the subject of an infringement suit, or in the Recipient’s opinion is likely to become the subject of such a suit, the Recipient may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties. The Recipient’s indemnification for violation of

Page 18 of 64   Grant #LJZ63
infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Recipient, its officers, agents or subcontractors in the performance of this agreement or delivered to the Department for the use of the Department, its employees, agents or contractors.

The Recipient shall protect, defend, and indemnify, including attorneys’ fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to Recipient's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Recipient’s redaction, as provided for under Section 34.

The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Recipient’s prior written consent, which shall not be unreasonably withheld. The Recipient’s inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Recipient of performance under this provision, in which case the Department shall have no obligation to reimburse the Recipient for the cost of its defense. If the Recipient is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

Continuous adequate liability insurance coverage shall be maintained by the Recipient during the existence of this agreement and any renewal(s) and extension(s) of it. By execution of this agreement, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Recipient accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Recipient and the clients to be served under this agreement. The limits of coverage under each policy maintained by the Recipient do not limit the Recipient’s liability and obligations under this agreement. Upon the execution of this agreement, the Recipient shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this agreement.

F. Risk Prevention and Incident Reporting
If the Recipient provides any services directly to clients, the Recipient shall comply with CFOP 215-6 for establishing risk prevention and reporting any incident listed in CFOP 215-6. The Recipient shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline at telephone number 1-800-96ABUSE. This requirement applies to both the Recipient and its employees.

G. Confidentiality of Client Information
The Recipient shall not use or disclose any information concerning any clients or persons served by occasion of this agreement for any purpose prohibited by state or federal law or regulations except with the prior written consent of a person legally empowered to give that consent or when authorized by law.

H. Assignments and Subcontracts
This agreement is for the provision of financial assistance to the Recipient who may not assign the agreement, any portion of this agreement, the activities performed, or any payment. The Recipient may subcontract work relevant to the agreement only with the prior written consent of the Department. The Recipient is responsible for the performance of all actions, work, or duties regardless of whether such consent has been sought or granted. The State of Florida may assign or transfer, in whole or in part, its rights, duties, and obligations to another governmental entity of the State of Florida by giving written notice to the Recipient. Such transfer or assignment does not affect the Recipient’s obligation to properly complete work and perform in accordance with the terms of this agreement. The Recipient shall include or cause to be included in subcontracts (at any tier) the substance of all clauses contained in this agreement that mention or describe subcontract compliance.

I. Civil Rights Requirements
The Recipient shall comply with all civil rights laws, regulations, and orders including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Florida Civil Rights Act of 1992, and 45 CFR Parts 80, 83, 84, 90, and 91. The Recipient shall not discriminate against any employee or applicant on the basis of race, color, gender, national origin, disability, age, or marital status.

J. Independent Capacity of the Recipient
The Recipient is an independent contractor. The Recipient shall act as an independent contractor and not as an officer or employee of the State of Florida. The Recipient shall not represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so. The Recipient is not entitled to any benefits reserved for state officers, employees, or personnel, (e.g. leave, retirement, health care) or support services (e.g. office space, supplies, telephone service, clerical support). These provisions apply to the Recipient, its employees, agents, subcontractors, and assigns.

K. Sponsorship and Publicity
The Recipient shall provide appropriate recognition of the role state funds play in publicizing or 
advertising any program or activities supported by the grant funds. Sponsorship material shall state 
“Sponsored by (Recipient’s name) and the State of Florida Department of Children and Families.” The 
Department’s name shall appear in the same size and type letters as that of the Recipient. The Recipient 
shall not convey, represent, or claim that it is approved or endorsed by the State of Florida or the Department, 
nor shall it permit others, on its behalf, to do so, whether directly or indirectly. The Recipient is not entitled to 
use the state’s name or mark for any purpose without obtaining prior written consent in each separate 
instance.

L. Gratuities
The Recipient shall not offer or provide any gift to any Department employee or officer of the State of 
Florida throughout the period of this agreement and for two years thereafter. The Recipient shall ensure that 
its employees and subcontractors, if any, comply with this prohibition.

M. Patents, Copyrights, and Royalties
If any patent arises or is developed, in whole or in part, as the result of the funds awarded by this agreement, 
the Recipient agrees that it will refer the patent to the Florida Department of State to determine whether patent 
protection will be sought in the state or federal government’s name. All copyrighted materials produced or 
arising as a result of the funds awarded by this agreement are hereby reserved to the State of Florida or 
federal government and shall be referred to the Department of State. The Recipient shall fully indemnify, 
defend, and hold harmless the Name and the Department from any suits, actions, damages, and costs of every 
name and description, including attorneys’ fees, arising from or relating to violation or infringement of a 
trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing 
obligation shall not apply to the Department’s misuse or modification of Recipient’s products or the 
Department’s operation or use of Recipient’s products in a manner not contemplated by the Agreement. If 
any product is the subject of an infringement suit, or in the Recipient’s opinion is likely to become the subject 
of such a suit, the Recipient may at its sole expense procure for the Department the right to continue using the 
product or to modify it to become non-infringing. If the Recipient is not reasonably able to modify or otherwise 
secure the Department the right to continue using the product, the Recipient shall remove the product and 
refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall 
not be liable for any royalties. Notwithstanding the foregoing provision, if the Recipient or one of its 
subcontractors is a university and a member of the State University System of Florida, then section 1004.23, 
F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and 
the use of its contractors of any resulting patented, copyrighted or trademarked work products.

N. Information Security Obligations
The Recipient shall designate an appropriately skilled individual to act as its Data Security Officer 
who shall act as a liaison to the Department’s security staff and who will establish and maintain an appropriate 
level of security for all data related to this agreement collected or obtained by the Recipient. The Recipient 
shall provide necessary data security training to its employees and affiliates. Recipient employees who have 
access to departmental information shall comply with CFRP 50-2 and shall sign the security agreement forms 
described therein.

O. Health Insurance Portability and Accountability Act
The Recipient shall, where applicable, comply with the Health Insurance Portability and 
Accountability Act (42 U.S.C. 1320d) as well as all regulations promulgated pursuant to the act (45 CFR Parts 
160, 162, and 164).

P. Emergency Preparedness
If the Recipient provides any services directly to clients, the Recipient shall develop and submit to the 
Department an emergency preparedness plan not later than 30 days after execution of this agreement and 
updated plans shall be submitted at least annually thereafter. The Department agrees to respond in writing 
within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. The emergency 
preparedness plan shall, if implemented, enable the Recipient to continue functioning, assure the safety and 
well-being of clients served, and ensure that the Department is fully informed at all times.

Q. Whistleblower’s Act Requirements
In accordance with section 112.3187(2), Florida Statutes (F.S.), agencies or independent contractors 
shall not retaliate against an employee for reporting violations of law to an appropriate agency that creates 
substantial and specific danger to the public’s health, safety, or welfare. Furthermore, agencies or 
independent contractors shall not retaliate against any person who discloses information to an appropriate 
agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross 
neglect of duty on the part of an agency, public officer, or employee. Employees and persons may file with the 
Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or 
the Whistle-blower’s Hotline number at 1-800-543-5353.
R. Support to the Deaf or Hard-of-Hearing

(1) The Recipient and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 28 C.F.R. Part 36 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled “Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.”

(2) If the Recipient or any of its subcontractors employs 15 or more employees, the Recipient shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the Recipient's Single-Point-of-Contact shall be furnished to the Department’s grant or contract manager within 14 calendar days of the effective date of this requirement.

(3) The Recipient shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Recipient's Single-Point-of-Contact.

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

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

(6) The Recipient and its subcontractors shall document the customer’s or companion’s preferred method of communication and any requested auxiliary aids/services provided in the customer’s record. Documentation, with supporting justification, must also be made if any request was not honored. The Recipient shall submit compliance reports monthly, by the 5th business day following the reporting month, to the Department’s grant or contract manager. The Recipient shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

(7) If customers or companions are referred to other agencies, the Recipient must ensure that the receiving agency is notified of the customer’s or companion’s preferred method of communication and any auxiliary aids/service needs.

II. THE DEPARTMENT AND THE RECIPIENT AGREES AS FOLLOWS:

A. Grant Amount, Funds Disbursement, and Compliance with State Comptroller Requirements

(1) The Department shall provide financial assistance to the Recipient in an amount not to exceed ____________________. The State of Florida’s obligation to pay this amount is contingent upon an annual appropriation by the Legislature and the availability of funds. The Recipient shall provide records to the Department evidencing that all funds provided by this agreement have been used for the purposes, and in the amounts, described in the Recipient’s proposed budget. The Recipient shall vary from the Approved Budget only with the prior written consent of the Department which must be obtained in each separate instance. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this agreement. The Recipient shall promptly return to the Department any overpayments due to unearned funds, disallowed or ineligible expenditures, or accounting or record keeping errors. The Recipient shall return such excess funds immediately upon discovery by it or its employees or upon receiving written notice from the Department.

(2) The parties shall comply with Section 215.97, F.S. Expenditures of state financial assistance shall comply with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures. All funds charged to this agreement must be allowable and must result from obligations incurred during the term of the agreement. Any balances or unobligated cash that have been advanced or paid that are not authorized for retention for direct program costs in a subsequent period must be refunded to the Department.

B. Official Payee and Representatives (Names, Addresses, Telephone Numbers, and e-mail addresses):

1. The Recipient name, as shown on page 1 of this agreement, and mailing address of the official payee to whom the
payment shall be made is:  
Name:  
Address:  
City: State: Zip Code: Phone: ext:  

Procurement Manager for the Department for this agreement is:  
Name:  
Address:  
City: State: Zip Code: Phone: ext:  
e-mail:  

2. The name of the contact person and street address where Recipient’s financial and administrative records are maintained is:  
Name:  
Address:  
City: State: Zip Code: Phone: ext:  
e-mail:  

4. The name, address, telephone number and e-mail of the representative of the Recipient responsible for administration of the program under this agreement is:  
Name:  
Address:  
City: State: Zip Code: Phone: ext:  
e-mail:  
Recipient CEO/CFO e-mail:  

C. Termination  
This agreement may be terminated by either party without cause upon no less than 30 calendar days written notice to the other, said notice to be delivered by the U.S. Postal Service, or an expedited delivery carrier with evidence of completed delivery in either instance. In the event funds used to support this agreement become unavailable the Department may terminate this agreement upon no less than 24 hours’ notice, in writing, to the Recipient. In the event the Recipient fails to comply with the terms and conditions of this agreement the Department may terminate the agreement upon no less than 24 hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Recipient. The Department must specify in its notice the circumstances and conditions pertaining to the termination for failure to comply. The Department’s failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance nor shall the Department’s waiver of any one breach of any provision of this agreement be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department’s right to remedies at law or in equity.  

D. Severability  
If a court deems any provision of the Agreement 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.  

E. Notice  
Any notice that is required under this agreement shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the recipient responsible for administration of the grant, to the designated address contained in this agreement.  

F. Financial Consequences for Recipient’s Failure to Perform  
If the Recipient fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, imposition of penalties, if available, and termination of contract and requisition of services from an alternate source. Any payment made in reliance on the Recipient’s evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment.  

G. Dispute Resolution  
Any dispute concerning performance of the agreement or payment hereunder shall be decided by the Department’s Procurement Manager, who shall reduce the decision to writing and provide a copy to the Recipient. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Procurement Manager’s decision, the Recipient delivers to the Procurement Manager a petition for alternative dispute resolution. After receipt the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely
delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in any attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties’ rights of termination under Section II.C.

H. Modification, Amendment, and Entirety of the Agreement

This agreement may only be modified or amended in writing with such modifications or amendments duly signed by both parties. This agreement and its attachments, ______________, and any referenced exhibits, together with any documents incorporated by reference, constitute the entirety of the agreement. There are no other terms or conditions other than those contained herein. This agreement supersedes all previous communication and representations between the parties or their representatives.

I. Duration of the Grant Agreement

This Agreement shall begin on the date on which the last of the parties affixes its signature and shall end on ___________________________ unless otherwise terminated in accordance with Section IV.

By signing this agreement the parties agree they have read and agree to the entirety as described above. IN WITNESS THEREOF, the parties have caused this ___ page agreement to be executed below:

RECIPIENT: FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: ____________________________________________________________________________
Print/Type Name: ______________________________________________________________________
Print/Type Title: ______________________________________________________________________
Print/Type Date: ______________________________________________________________________

STATE AGENCY 29 DIGIT FLAIR CODE: ________________
Federal Tax ID # (or SSN): _______________ Recipient Fiscal Year Ending Date: ___
AUDIT ATTACHMENT

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department’s inspector general, the state’s Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

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

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

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at http://www.whitehouse.gov/omb/circulars/a102/a102.html.
(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix “ARRA-“ in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

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

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

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

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

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

A. Contract manager for this contract (1 copy)

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

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

Email address: single_audit@dcf.state.fl.us

C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse’s Internet Data Entry System at:

http://harvester.census.gov/fac/collect/ddeindex.html

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

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

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

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

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

## Check below and complete Section A or Section B

| Vendor is not a sole proprietorship (Complete Section A) | Vendor is a sole proprietorship (Complete Section B) |

## Section A

I, _______________________________ (name), hold the office or position of ________________ _______________ (title) with __________________________________________ (legal name of vendor) and have authority to make official representations by said vendor regarding its official records and hereby state that my examination of the vendor’s records show that ____________________________ (name) currently holds the office or position of ________________ (title) with the vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named vendor in response to GRANT # INSERT, and, in so doing, to bind the named vendor to the statements made therein.

**Dated:**

**Signature:**

**Printed Name:**

**Title:**

**NOTE:** In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor’s normal course of business to prove signature authority of the named Authorized Representative.

## Section B

I, ____________________________ (name) am a sole proprietor, personally doing business in the name of _____________ (name of vendor), and will be personally bound by the Proposal submitted in response to GRANT # INSERT.

**Dated:**

**Signature:**

**Printed Name:**
# APPENDIX III - VENDOR’S CERTIFICATIONS

## MANDATORY CERTIFICATIONS

### MASTER CERTIFICATION

As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, __________________________ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of GRANT # INSERT (the GRANT), the facts regarding the Proposal submitted by the Vendor in response to the GRANT and the truth of each statement contained in Certifications (a) through (k) and certify, by checking the applicable “true” or “false” box below and affixing my signature hereto, that each statement in each checked certification is “true” or “false” as indicated.

**Check the applicable box next to the title to each certification:**

<table>
<thead>
<tr>
<th>True</th>
<th>False</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Certification of Binding Proposal and Acceptance of Terms of GRANT and Contract Document</td>
<td></td>
</tr>
<tr>
<td>b. Certification of Representations Per Section 9 of PUR 1001</td>
<td></td>
</tr>
<tr>
<td>c. Certification of Authority to Do Business in Florida</td>
<td></td>
</tr>
<tr>
<td>d. Statement of No Involvement</td>
<td></td>
</tr>
<tr>
<td>e. Conflict of Interest Statement (Non-Collusion)</td>
<td></td>
</tr>
<tr>
<td>f. Certification Regarding Lobbying</td>
<td></td>
</tr>
<tr>
<td>g. Certification Regarding Scrutinized Companies List</td>
<td></td>
</tr>
<tr>
<td>h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts</td>
<td></td>
</tr>
<tr>
<td>i. Certification Regarding Prior Contractual Obligations</td>
<td></td>
</tr>
<tr>
<td>j. Certification of Representations Per Sections 287.133, and 287.134, F.S.</td>
<td></td>
</tr>
<tr>
<td>k. Certification of a Drug Free Workplace</td>
<td></td>
</tr>
</tbody>
</table>

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

**Signature of Authorized Representative:**

**Date:**

### a. Certification of Binding Proposal and Acceptance of Terms of GRANT and Contract Document

By checking the “True” box in the Master Certification and signing the same, I hereby certify that the Vendor’s Proposal is submitted in good faith in response to the Department of Children and Families Request for proposals (the GRANT) and is binding on the Vendor in accordance with the terms of the GRANT, that I have read, understood and agree with the terms and conditions of the GRANT and, if awarded any contract as a result of the GRANT, the Vendor will comply with the requirements, terms, and conditions stated in the GRANT and the contract document. The vendor further agrees that any intent by the vendor to deviate from the terms and conditions set forth therein may result, at the Department’s exclusive determination, in rejection of the proposal.

### b. Certification of Representations Per Section 9 of PUR 1001

By checking the “True” box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.

### c. Certification of Authority to Do Business in Florida

By checking the True” box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.
d. Statement of No Involvement
By checking the “True” box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has:
- Been awarded a contract that was procured using procedures other than those described in s. 287.057 (1-3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract to support this project; Participated in drafting of a solicitation for this specific project; or
- Developed a program for future implementation of this project.

---

e. Conflict of Interest Statement (Non-Collusion)
By checking the “True” box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Request for proposals as principals are named therein, that the Vendor’s Proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respect made in good faith; and as the signer of the proposal, I have full authority to legally bind the vendor to the provisions of this proposal.

---

f. Certification Regarding Lobbying
By checking the “True” box in the Master Certification and signing the same, I hereby certify, to the best of my knowledge and belief, that:

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

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

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

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

---

g. Certification Regarding Scrutinized Companies List
By checking the “True” box in the Master Certification and signing the same, I hereby certify that, the Vendor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. I understand that Section 287.135, Florida Statutes, prohibits Florida state agencies from contracting with companies on either list, for goods or services over $1,000,000, and that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.
**h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts**

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

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

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

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

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

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

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

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

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

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

This signed certification must be kept in the contract file. Subcontractor’s certification must be kept at the provider’s business location.
i. Certification Regarding Prior Contractual Obligations

By checking the “True” box in the Master Certification and signing the same, I hereby certify that the vendor has not:

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

j. Certification of Representations Per Sections 287.133 and 287.134, F.S.

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

k. Certification of a Drug Free Workplace

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

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

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

MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

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

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

| l. Certification of a Certified Minority Business Enterprise |
| m. Certification of a Service Disabled Veteran’s Business Enterprise |
| n. Certification of a Florida Business |
| o. Certification of a Foreign Manufacturer with a Factory in Florida |

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

k. Certification of a Certified Minority Business Enterprise

By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with s. 287.0943, F.S.

l. Certification of a Service Disabled Veteran’s Business Enterprise
By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with s. 295.187, F.S.

<table>
<thead>
<tr>
<th>m. Certification of a Florida Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization’s principal place of business is located within Florida in accordance with s. 287.084, F.S.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>n. Certification of a Foreign Manufacturer with a Factory in Florida</th>
</tr>
</thead>
<tbody>
<tr>
<td>By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with s. 287.092, F.S.</td>
</tr>
</tbody>
</table>
APPENDIX IV - BUDGET SUMMARY AND DETAIL INSTRUCTIONS

The project budget summary should display all costs that will be paid by the department for the delivery of services resulting from this GRANT. Use the Project Budget Summary format and list the appropriate amounts for all line items that will be expended during the budget period. The format displays the suggested line items to be covered for this project, other line items may be added, if necessary. “Miscellaneous” and “Other” are not acceptable line items.

In addition to and in support of the Project Budget Summary, a detailed description must be provided for each line item displaying the methodology used to calculate the total for the line item. Documentation must show the percentage of costs being charged to the department, if the vendor has another source of income providing funding to this project. Items requiring estimated costs must be accompanied by sufficient documentation or explanation to support the estimation. An estimated number of units must be provided for each line item calculated using a unit rate x unit cost calculation. In addition;

- **Salaries** provided must be comparable with similar positions in the surrounding labor market and a job description must be provided for each position listed. Include the number of FTEs that will be funded in whole or in part by this project.
- **Fringe benefits** must display the calculation of costs, specifically the percentages or rates for each benefit being charged to this project.
- **Staff Travel** is reimbursed as specified by department travel policies and procedures in CFOP 40-1 and state statute (s. 112.061,F.S.).
- **Office expenses** should be based on prior history, a reasonable estimated monthly expense or written vendor policy.
- **Rental or use of space** must show the address, the square footage and the rate per square footage.
- **Rental equipment** necessary to carry out the delivery of services must include the unit cost (per month) and the number of months the item(s) will be used.
- **Insurance** costs must provide sufficient documentation to explain the percentage of cost being charged to this project and/or the calculation of the cost and the insurance coverage being provided.
- **Advertising/outreach** costs must show the estimated number of units (publications or media events) and the estimated cost for each publication or event.
- **Membership fees and subscriptions** necessary for the delivery of services must show the estimated costs and number of units projected.
- **Client education and training tools** must provide the types of services to be provided, the estimated number of clients to be served, and the estimated unit cost of each service.
- **Information Resource Technology (IRT)** includes computers, monitors and other technology items costing less than $1,000 each and must include a brief description of the item(s) to be purchased, the unit cost for each item and justification for each item. For recurring costs, must show the estimated unit cost for each recurring cost associated with the delivery of services, including internet access, computer/network/printer maintenance, SAVE system access, etc.
- **Subcontracted services** such as janitorial services or security services must show the monthly rate and the number of months for which service is required.
- **Subcontracted client services** providing direct services to clients must include the vendor(s) to be subcontracted with, the services to be provided, the estimated number of clients to be served and the unit cost for service(s).

- **Financial audits** being covered in part or in whole with project funds must show the rate used to calculate this cost or the percentage of cost being allocated to this project.

- **Operating capital outlay (OCO)** to be purchased for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased.

- **Office equipment (non-OCO)** to be purchased under this contract (costing less than $1,000 each) for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased. Purchased must be estimated in accordance with the State’s guidelines found at [http://www.fldfs.com/aadir/reference%5Fguide/reference_guide.htm#furniture](http://www.fldfs.com/aadir/reference%5Fguide/reference_guide.htm#furniture)

- **Indirect costs** being charged to the project must show the percentage of funding required by the vendor to carry out the common or joint tasks covered by this line item. A summary of the expenditures covered by these funds is required.
## PROJECT BUDGET SUMMARY

**Provider Name**

**FFY (Insert Year) - (Insert Dates)**

<table>
<thead>
<tr>
<th>Budget Line Item</th>
<th>Line Item Totals</th>
<th>Category Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel Category</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Personnel</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>B. Fringe Benefits</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>C. Other Personnel Services (OPS)</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>D. Background Checks</td>
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<td>-</td>
</tr>
<tr>
<td><strong>Total Personnel Category</strong>:</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td><strong>Travel Category</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Staff Travel &amp; Training</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>F. Client Transportation</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Travel Category</strong>:</td>
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<td>-</td>
</tr>
<tr>
<td><strong>Expense Category</strong></td>
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<td></td>
</tr>
<tr>
<td>G. Office Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Utilities</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>2. Telephone</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>3. Postage/Shipping</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>4. Copies/Printing</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>5. Office Supplies</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>6. Janitorial Supplies</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>7. Building Maintenance/Repair</td>
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<td>-</td>
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<tr>
<td>8. Equipment Repair</td>
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<td>-</td>
</tr>
<tr>
<td>9. Security Services</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>10. Office Equipment/Furniture</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Office Expenses</strong>:</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>H. Rental or Use of Space</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>I. Rental Equipment</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>J. Insurance</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>K. Advertising/Outreach</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>L. Membership Fees &amp; Subscriptions</td>
<td>$ -</td>
<td>-</td>
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<tr>
<td>M. Client Educational and Training Tools</td>
<td>$ -</td>
<td>-</td>
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<tr>
<td>N. Fixed Price Services</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>O. Information Resource Technology</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>P. Subcontracted Services</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>Q. Subcontracted Client Services</td>
<td>$ -</td>
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<tr>
<td>R. Financial Audit</td>
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<tr>
<td><strong>Total Expense Category</strong>:</td>
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<td>-</td>
</tr>
<tr>
<td><strong>Direct Costs Category</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S. Operating Capital Outlay (OCO-&gt;$1,000.00)</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>T. Indirect Costs</td>
<td>% of Total Direct Costs</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Subtotal Direct Costs</strong>:</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Project Budget</strong>:</td>
<td>$ -</td>
<td>-</td>
</tr>
</tbody>
</table>
Appendix V  
Application Completeness Checklist

Applicants shall prepare a checklist using this form to help assure that all required documents are contained in their grant proposal. The completed checklist shall be included in the submission in Tab 1.

<table>
<thead>
<tr>
<th>Application Content Item</th>
<th>Complete</th>
<th>Tab</th>
<th>Page(s) Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Original Application, plus 3 copies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Title Page</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Required Vendor's Statements and Certifications.</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Includes all mandatory items, Certificate of Signature Authority, and Acceptance of Contract Terms and Conditions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Tie Breaking Certification</td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>5. Understanding the Statement of Purpose</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>• Addresses all 6 criteria</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Organizational Qualifications</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>• Addresses all 5 criteria</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Vendor's Technical Capability</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>• Addresses all 3 criteria</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Description of Project Staffing</td>
<td></td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>• Addresses all 6 criteria</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Description of Vendor's Approach and Solution</td>
<td></td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>• Addresses all 5 criteria</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Cost Proposal (Separate binder)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Addresses all 13 criteria</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Financial Stability (Separate binder)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Addresses all 3 criteria</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Mandatory Criteria Checklist

**for: (enter name & reference # of solicitation)**

*Note: The terms bid, proposal, or reply may be substituted for the term “response” as appropriate. Procurement Managers may add to the items below only after consultation with their legal representative.*

<table>
<thead>
<tr>
<th>Print Vendor’s Name (Agency):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name of Department Reviewer (Procurement Manager):</td>
<td></td>
</tr>
<tr>
<td>Signature of Department Reviewer:</td>
<td>Date:</td>
</tr>
<tr>
<td>Print Name of Department Witness:</td>
<td></td>
</tr>
<tr>
<td>Signature of Department Witness:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

1. Was the response received by the date and time specified in the solicitation and at the specified address?  

   - Yes: Pass  
   - No: Fail  
   
   **Comments:**

2. Does the proposal include the following?

   a. Signed Proof of Signature Authority, naming the vendor and its Authorized Representative (see note at bottom of Section A for acceptable alternatives)  
      - Yes: Pass  
      - No: Fail

   b. Master Certification, including the names of vendor and its Authorized Representative and signature of the Authorized Representative.  
      - Yes: Pass  
      - No: Fail

   c. A bid Bond, Irrevocable Letter of Credit or Cashier’s Check issued in the vendor’s name in the Form and Amount Described in Appendix xx.  
      - Yes: Pass  
      - No: Fail

   d. Evidence of the ability of the vendor to provide a payment and performance bond in the form required by Appendix xx.  
      - Yes: Pass  
      - No: Fail

3. Is the “Yes” box in the Master Certification checked for each of the following?

   a. Certification of Binding Proposal and Acceptance of Terms of GRANT and Contract Document  
      - Yes: Pass  
      - No: Fail

   b. Certification of Representations Per Section 9 of PUR 1001  
      - Yes: Pass  
      - No: Fail

   c. Certification of Authority to Do Business in Florida  
      - Yes: Pass  
      - No: Fail

   d. Statement of No Involvement  
      - Yes: Pass  
      - No: Fail

   e. Conflict of Interest Statement (Non-Collusion)  
      - Yes: Pass  
      - No: Fail
<table>
<thead>
<tr>
<th></th>
<th>Certification</th>
<th>YES/NO</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>f.</td>
<td>Regarding Lobbying</td>
<td>(YES) = Pass</td>
<td>(NO) = Fail</td>
</tr>
<tr>
<td>g.</td>
<td>Scrutinized Companies List</td>
<td>(YES) = Pass</td>
<td>(NO) = Fail</td>
</tr>
<tr>
<td>h.</td>
<td>Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts</td>
<td>(YES) = Pass</td>
<td>(NO) = Fail</td>
</tr>
<tr>
<td>i.</td>
<td>Prior Contractual Obligations</td>
<td>(YES) = Pass</td>
<td>(NO) = Fail</td>
</tr>
<tr>
<td>j.</td>
<td>Representations Per Sections 287.133 and 287.134, F.S.</td>
<td>(YES) = Pass</td>
<td>(NO) = Fail</td>
</tr>
<tr>
<td>k.</td>
<td>Certification of a Drug Free Workplace</td>
<td>(YES) = Pass</td>
<td>(NO) = Fail</td>
</tr>
</tbody>
</table>

Comments:

4. Has the Department verified that the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List?

☐ (YES) = Pass ☐ (NO) = Fail

Comments:
Appendix VII

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

Signature ___________________________________________ Date ______________

Name of Authorized Individual __________________________________________ Application or Contract Number ______________

Name of Organization __________________________________________

Address of Organization __________________________________________
APPENDIX VIII – EVALUATION MANUAL

Solicitation #: LJZ63

STATE OF FLORIDA
DEPARTMENT OF
CHILDREN AND FAMILIES

Integration of Substance Abuse, Mental Health and Child Welfare Services Pilot

Name of Program or Project: Integration of Substance Abuse, Mental Health and Child Welfare Services Pilot

Proposal Due Date: June 24, 2013

Solicitation Contact Person: Dwight Williams
Solicitation Contact Person Mailing Address: 1317 Winewood Blvd. Tallahassee, FL 32303
Contact Person E-Mail Address: Dwight_Williams@dcf.state.fl.us
Contact Person’s Phone Number(s): 850-717-4395
General Instructions to Evaluators

1. Each evaluator will evaluate all proposals that have passed the mandatory criteria. Each evaluation criterion must be scored. Fractional values will not be accepted. Any evaluator’s score sheet(s) missing scores will be returned for completion. Scoring must reflect the evaluator’s independent evaluation of the proposal to each evaluation criterion.

2. All evaluation team members will assign a raw score for each evaluation criterion using the scale of 0 to 5. Each evaluator shall assign a score for each evaluation criterion based upon his/her assessment of the proposal. The assignment of an individual score must be based upon the following description of the point scores:

   Scoring Scale:

   0 = no value; vendor has shown no capability, has ignored this area, or has so poorly responded to this criterion that understanding the vendor’s response is not possible.

   1 = poor; vendor has demonstrated little or no direct capability, or has not adequately covered this area, but there is some indication of marginal capability.

   2 = minimally acceptable; vendor demonstrated minimum capability to address the need or requirement.

   3 = good; vendor demonstrated more than just adequate capability and a credible approach to the need or requirement.

   4 = very good; vendor has demonstrated a solid understanding of the Department’s specific need very strong capability and a very good approach to addressing the requirement.

   5 = superior; vendor has demonstrated a comprehensive understanding of the Department’s need, and an excellent capability and an outstanding approach to addressing the requirement.

3. When completing their score sheets evaluators should record references to the sections of the solicitation document and the written proposal 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 one or two main places where the information evaluated was found. That information will be used during debriefing to assure that all evaluators considered essentially the same information when scoring. In general, the reference statements should be brief. If the proposal does not address an evaluation criterion, evaluators should indicate “not addressed”, and score it accordingly.

4. Each evaluator has been provided a copy of the solicitation (ITB, GRANT, ITN), all attachments and amendments, and (if applicable) all vendors’ inquiries, together with the written answers provided by the Department. Each evaluator will also be provided with a copy of each solicitation response (bid, proposal, application, etc.) which should be screened, evaluated, and scored according to the instructions provided in the solicitation and the evaluation manual (if a manual is produced).

5. Proposals 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 proposal 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.

6. 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.
7. The written information submitted will be the basis upon which proposals are evaluated and scored. Telephone interviews may be utilized to conduct reference checks. However, only written information contained in the solicitation responses may be evaluated. If applicable, the results of the reference checks will be provided to each member of the evaluation team, but may not be considered in the scoring process.

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

9. Evaluators may request assistance in understanding evaluation criteria and proposals only from the Procurement Manager or designee. Technical assistance may be provided at the request of the Procurement Manager by a technical advisor who is not involved in the scoring only when provided to all evaluators simultaneously.

10. Questions related to the solicitation and the evaluations of the proposal should be directed only to:

Name of Procurement Manager: Dwight Williams  
Address: 1317 Winewood Blvd. Tallahassee, FL 32303  
Phone Number: (850) 717-4395

11. Following completion of the independent evaluations of the proposals, the Procurement Manager or designee will hold a debriefing meeting with the evaluation team. The purpose of the meeting is to ensure that all evaluators have generally used the same information from the vendor’s proposal as the foundation for their scoring, and that there have been no misunderstandings regarding the meaning of any evaluation criteria. Once scores are given to the procurement manager, they may not be altered in any way.

12. After each evaluator has completed the scoring of every solicitation response, scores will be calculated to determine the total score for each. The evaluation team’s recommendation and evaluation scores are then submitted to the Procurement Manager for compilation and for further submission to the Secretary or designee for final contract award decision.

13. The Secretary or designee will review the rankings and supporting materials, and will make the determination of the final award, taking into consideration cost and other evaluation criteria set forth in the Department’s solicitation. The Secretary or designee reserves the right to take any additional administrative steps deemed necessary in determining the final award, including additional fact finding or evaluation where necessary and where consistent with the terms of this solicitation and applicable law. The decision making process used by the Secretary or designee when making the determination of final award will be documented in the procurement file.

The Qualitative Criteria

Note: The appendix in this template contains a sample of the kinds of qualitative criteria and considerations that may be included in an evaluation manual. The actual criteria and considerations must be developed by the Procurement Manager and the solicitation development team. The criteria and considerations included in the evaluation manual must correspond to the criteria and considerations included in the body of the solicitation, if they are included in detail there.

Evaluators shall assign scores to each of the proposals received by the Department based on the following criteria.

1. Understanding of the Statement of Purpose  
2. Organizational Qualification Criteria  
3. Technical Capability Criteria  
4. Project Staffing Criteria  
5. Project Management Criteria  
6. Relevance of Approach Criteria  
7. Cost Proposal
RATING SUMMARY SHEET

_____________ Services in the _________ Region

Vendor Name: 

Evaluator Name: 

Point Values for Programmatic Proposal

<table>
<thead>
<tr>
<th>Criteria Number</th>
<th>Total Possible Score</th>
<th>Weighted Value</th>
<th>Maximum Points</th>
<th>Vendor’s Total Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>25</td>
<td>5</td>
<td>125</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>25</td>
<td>5</td>
<td>125</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>15</td>
<td>4</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>30</td>
<td>2</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>25</td>
<td>5</td>
<td>125</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>25</td>
<td>5</td>
<td>125</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>Maximum</td>
<td>Points</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The maximum score for the Programmatic Proposal is ___620___ points.

Point Values for Cost Proposal

<table>
<thead>
<tr>
<th>Criterion Number</th>
<th>Total Possible Score</th>
<th>Weighted Value</th>
<th>Maximum Points</th>
<th>Vendor’s Total Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>55</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The total possible score for the Cost Proposal is ___55___ points.
RATING SHEET FOR THE PROGRAMMATIC PROPOSAL

_____________ Services in the _________ Region

Date: _______________
Vendor: _______________________________________________________________
Evaluator Name: ________________________________________________________

Response to ______________________________________
Proposal Tab ___; Addressing Sections ____________________________

<table>
<thead>
<tr>
<th>CRITERION 1 – Understanding of the Purpose of the Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>How well does the proposal demonstrate the vendor’s competence, capabilities, approach, and understanding of the purpose for services?</td>
</tr>
</tbody>
</table>

Considerations (Rate each consideration from 0 to 5).
How well does the proposal address the following areas?

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Identifies a need to integrate substance abuse and child welfare services;</td>
</tr>
<tr>
<td>b)</td>
<td>Demonstrates Vendor’s collaboration with the area’s Managing Entity for Substance Abuse and Mental Health;</td>
</tr>
<tr>
<td>c)</td>
<td>Demonstrates the need for integrated services in the specific geographic area based on high risk of child abuse and neglect resulting from substance abuse and mental health relevant to the defined target population;</td>
</tr>
<tr>
<td>d)</td>
<td>Demonstrates how the goals and performance specifications will be achieved and how families will stay engaged;</td>
</tr>
<tr>
<td>e)</td>
<td>Demonstrates how the identified service needs will be coordinated; and</td>
</tr>
<tr>
<td>f)</td>
<td>Provides a plan to sustain the program after funding period ends on June 30, 2014.</td>
</tr>
</tbody>
</table>

(Possible = 25) Total: 5
Weighted Value: 5

(Total Possible = 125) TOTAL WEIGHTED SCORE:

REFERENCES:

NOTES:
RATING SHEET FOR THE PROGRAMMATIC PROPOSAL

___________ Services in the _________ Region

Date: ______________
Vendor: _______________________________________________________________
Evaluator Name: ________________________________________________________

Response to ______________________________________
Proposal Tab ___ ; Addressing Sections ____________________________

<table>
<thead>
<tr>
<th>CRITERION 2 – Organizational Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>How well does the proposal demonstrate the vendor’s organizational qualifications for fulfilling the requirements associated with service delivery?</td>
</tr>
</tbody>
</table>

Considerations (Rate each consideration from 0 to 5).
How well does the proposal address the following areas?

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>The Vendor demonstrates a full and complete commitment to meeting the Department’s requirements and client service needs.</td>
</tr>
<tr>
<td>b)</td>
<td>The Vendor demonstrates a degree of innovation or imagination in serving the at-risk population identified in this proposal.</td>
</tr>
<tr>
<td>c)</td>
<td>The Vendor demonstrates that their staff and/or contracted staff are able to provide and coordinate all identified services that are relevant to the integration of substance abuse and mental health services for child welfare clientele.</td>
</tr>
<tr>
<td>d)</td>
<td>The Vendor demonstrates relationships with multiple referral sources for this pilot.</td>
</tr>
<tr>
<td>e)</td>
<td>At least three (3) Letters of Reference from local community agencies, submitted on Company Letterhead that include, at a minimum, the length of time affiliated with the Vendor, the professional relationship with the Vendor and the ability of the Vendor to provide competent and satisfactory services.</td>
</tr>
</tbody>
</table>

(Possible = 25) Total: _______
Weighted Value: 5

(Total Possible = 125) TOTAL WEIGHTED SCORE: _______

REFERENCES:

NOTES:
**RATING SHEET FOR THE PROGRAMMATIC PROPOSAL**

_____________ Services in the _________ Region

Date: ______________________
Vendor: _______________________________________________________________
Evaluator Name: __________________________________________________________

| Response to ____________________________________________________________ |
| Proposal Tab ___ ; Addressing Sections _________________________________ |

---

**CRITERION 3 – Technical Capability**

How well does the proposal demonstrate the vendor’s technical capability and information systems approach to fulfilling the requirements associated with service delivery?

<table>
<thead>
<tr>
<th>Considerations (Rate each consideration from 0 to 5).</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>How does the proposal address the following areas?</td>
<td></td>
</tr>
<tr>
<td>a) Does the proposal address and describe the availability of adequate information systems to support the project’s financial, administrative, and client services requirements?</td>
<td></td>
</tr>
<tr>
<td>b) Does the proposal address and describe the availability of adequate information systems to support the project’s financial, administrative, and client services requirements?</td>
<td></td>
</tr>
<tr>
<td>c) Does the proposal address and describe methods for meeting the requirements for records and documentation standards required by law, rule, or prescribed best practices?</td>
<td></td>
</tr>
</tbody>
</table>

(Possible = 15) Total: 4

Weighted Value: 4

(Total Possible = 60) TOTAL WEIGHTED SCORE:

REFERENCES:

NOTES:
RATING SHEET FOR THE PROGRAMMATIC PROPOSAL
_____________ Services in the _________ Region

Date: _______________
Vendor: ________________________________________________________________
Evaluator Name: ________________________________________________________

Response to  ______________________________________
Proposal Tab ___ ; Addressing Sections ____________________________

CRITERION 4 – Project Staffing
How well does the proposal demonstrate the adequacy and professional capabilities of the vendor’s staffing to fulfill the requirements associated with service delivery?

Considerations (Rate each consideration from 0 to 5).
How well does the proposal address the following areas?

| YES - If the proposal includes subcontracting for service providers, rate Yes and proceed to considerations c) through g). |
| NO - If the proposal does not include subcontracting, rate No and do NOT proceed to considerations b) through g). |
| The job responsibilities of the sub-contractor’s staff and how these responsibilities follow the requirements are defined in the solicitation. |
| Does the reply describe the proposed assignment of staff with associated supervision, including, at a minimum: |
|  o a description of how the staff will be assigned to address all functions associated with the proposed statement of work, program, or project, and |
|  o specific numbers, qualifications, licenses, credentials and roles of each supervisor or manager assigned to the project? |
| Individual position descriptions describe the knowledge, skills, and abilities necessary to complete the contract services that align with the organizational chart and support the ability to perform the services of the contract? |
| Resumes of each proposed staff member by position title and proposed staff member’s name that supports skills necessary to perform family treatment as outline in this proposal for services to all specified target populations. |
| A copy of the agency’s Employment Screening and Verification policy and procedures and a timeframe for each proposed staff to have completed employment screening prior to employment on the project and continued employment is included. |
| The organizational chart displays the function of each staff member and how each staff member fits into the total vendor organization and how each position relates to the other. |

(Possible = 30  Total:  __________________________
Weighted Value:  __________________________
(Total Possible = 60)  TOTAL WEIGHTED SCORE:

REFERENCES:
RATING SHEET FOR THE PROGRAMMATIC PROPOSAL
___________ Services in the _________ Region

Date: __________
Vendor: _______________________________________________________________
Evaluator Name: ________________________________________________________

Response to ______________________________________
Proposal Tab ___ ; Addressing Sections ____________________________

<table>
<thead>
<tr>
<th>CRITERION 5 – Project Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>How well does the proposal demonstrate the adequacy and professional capability of the vendor to properly manage all of the staff, activities, and resources that will be required to fulfill the requirements of the project?</td>
</tr>
</tbody>
</table>

Considerations (Rate each consideration from 0 to 5).
How well does the proposal address the following areas?

- **a)** YES - If the proposal includes a Project Management Plan with Timelines, rate Yes and proceed to considerations c) through f).
  
  NO - If the proposal does not include a Project Management Plan with Timelines, rate No and do NOT proceed to considerations c) through f).

- **b)** YES – If the proposal includes a Sustainability Plan, rate Yes and proceed to consideration g).
  
  NO - If the proposal does not include a Sustainability Plan, rate No and do NOT proceed to consideration g).

- **c)** The Vendor’s overall approach to the organization of the project adequately addresses the scope and complexity of the contract tasks.

- **d)** The proposal contains a comprehensive Project Management Plan with a Timeline that describes what, when, who, where and how the specified tasks and activities will be completed during state fiscal year 2013-14.

- **e)** The Program description is cohesive and integrated. Program is able to positively influence participant outcomes. The definition of who will be considered a program participant is clear. The target population is clearly identified. The number of participants is reasonable and appropriate given the scale of the project.

- **f)** An effective quality control system that quickly identifies service delivery deficiencies with an emphasis on how the Vendor will complete the Integration of Substance Abuse, Mental Health and Child Welfare Case Management Services.

- **g)** A sustainability plan that includes fundraising, in-kind donations or other proposals.

(Possible = 25 Total:

Weighted Value: 5

(Total Possible = 125) TOTAL WEIGHTED SCORE:

REFERENCES:
RATING SHEET FOR
THE PROGRAMMATIC PROPOSAL

_____________ Services in the _________ Region

Date: _______________
Vendor: ________________________________________________________________
Evaluator Name:  ________________________________________________________

Response to ______________________________________
Proposal Tab ___ ; Addressing Sections ______________

<table>
<thead>
<tr>
<th>CRITERION 6 – Relevance of Approach to Target Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>How well does the proposal demonstrate the adequacy and professional capability of the vendor to correctly manage subcontractors identified in its proposal and any additional subcontractors that will be required to fulfill the requirements of the project?</td>
</tr>
</tbody>
</table>

Considerations (Rate each consideration from 0 to 5).
How well does the proposal address the following areas?

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Does the reply contain a plan describing a comprehensive and well-thought approach to the project and a reasonable system for completing the pilot?</td>
</tr>
<tr>
<td>b)</td>
<td>Does the reply contain a plan for the utilization of “life coaches” or paraprofessionals to complement clinical services?</td>
</tr>
<tr>
<td>c)</td>
<td>Does the reply demonstrate relationships or memorandums of understandings with multiple referral sources: Healthy Families, Healthy Start, County Health Department, local school system, WIC and ACCESS sites, etc.?</td>
</tr>
<tr>
<td>d)</td>
<td>Do the Vendor’s proposed procurement and contracting personnel possess demonstrated records of providing the same or similar services in environments that correspond to the one contemplated by the solicitation?</td>
</tr>
<tr>
<td>e)</td>
<td>Has the Vendor provided evidence that it has used this approach effectively to serve former clients and current clients?</td>
</tr>
</tbody>
</table>

(Possible = 25) Total: __________
Weighted Value: 5

(Total Possible = 125) TOTAL WEIGHTED SCORE: __________

REFERENCES:

NOTES:
RATING SHEET FOR THE PROGRAMMATIC PROPOSAL

_____________ Services in the _________ Region

Date: _______________
Vendor: ____________________________________________________________
Evaluator Name: ____________________________________________________

Response to _______________________________________________
Proposal Tab ___ ; Addressing Sections ____________________________

<table>
<thead>
<tr>
<th>CRITERION 7 – Financial Stability</th>
</tr>
</thead>
<tbody>
<tr>
<td>How well does the vendor demonstrate the financial stability required to fulfill the terms and conditions of the contract?</td>
</tr>
</tbody>
</table>

Considerations (Rate each consideration from 0 to 5).
How well does the proposal address the following areas?

| a) How well does the proposal identify all sources of revenue received for the total operation of the company or agency? |
| b) How well does the proposal describe the company or agency’s internal system for fiscal control and oversight? |
| c) How well does the proposal describe the company or agency’s maintenance of fiscal records (e.g., are records kept in an auditable format for easy access by the department)? |

(Possible = 15) Total: __________________________
Weighted Value: 5

(Total Possible = 45) TOTAL WEIGHTED SCORE: __________________________

REFERENCES:

NOTES:
RATING SHEET FOR FINANCIAL STABILITY

___________ Services in the _________ Region

Date: _______________
Vendor: ____________________________________________________________
Evaluator Name:  ____________________________________________________

Financial Stability
Addressing GRANT Sections __________

<table>
<thead>
<tr>
<th>FINANCIAL STABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copies of vendors' independent financial and compliance audit reports and/or certified financial statements for the three most recent fiscal years. The copies should include all applicable financial statements, auditor’s reports, management letters, and any corresponding re-issued audit components. If the vendor does not have audit reports for the three most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report should be submitted. A newly created entity should submit the requested financial reports from each of the founding collaborative partners.</td>
</tr>
</tbody>
</table>

Considerations: Please assign the point value achieved in each section below. The total score for sections a-c shall be used on the following Rating Sheet Summary Page for Financial Stability to assign the corresponding points.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>A Current Ratio</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Total Current Assets divided by Total Current Liabilities for the most recent year)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.75 or greater</td>
<td>4 points</td>
</tr>
<tr>
<td></td>
<td>1.25 or greater, but less than 1.75</td>
<td>2 points</td>
</tr>
<tr>
<td></td>
<td>Greater than 1.00 but less than 1.25</td>
<td>1 point</td>
</tr>
<tr>
<td></td>
<td>Less than or equal to 1.00</td>
<td>0 points</td>
</tr>
<tr>
<td>b)</td>
<td>Months of Working Capital</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Total Current Assets Less Total Current Liabilities for the most recent year divided by one twelfth of the total expenses for the year as of the date of the financial statement.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.75 or greater</td>
<td>4 points</td>
</tr>
<tr>
<td></td>
<td>1.25 or greater, but less than 1.75</td>
<td>2 points</td>
</tr>
<tr>
<td></td>
<td>Greater than 0.80 but less than 1.25</td>
<td>1 point</td>
</tr>
<tr>
<td></td>
<td>Less than or equal to 0.80</td>
<td>0 points</td>
</tr>
<tr>
<td>c)</td>
<td>Independent Auditor's Report, Financial Statement Opinion</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Financial Statements “present fairly…”</td>
<td>4 points</td>
</tr>
<tr>
<td></td>
<td>Financial Statements “present fairly…except (minor)”</td>
<td>2 points</td>
</tr>
<tr>
<td></td>
<td>Financial Statements “present fairly…except (major)”</td>
<td>1 point</td>
</tr>
<tr>
<td></td>
<td>Unaudited Financial Statements presented</td>
<td>1 point</td>
</tr>
<tr>
<td></td>
<td>Financial Statements “do not present fairly…”</td>
<td>0 points</td>
</tr>
</tbody>
</table>

ADDED SCORES:
RATING SHEET SUMMARY PAGE FOR FINANCIAL STABILITY

_____________ Services in the _________ Region

Date: _______________
Vendor: ___________________________________________________________________
Evaluator Name: ____________________________________________________________

Procedure for determining a score for financial stability where two or more agencies have come together to create a new entity:
Score each agency’s financial and compliance audits and/or certified financial statements, or where vendors were not subject to audit requirements, their financial statements, independently of the other agencies.
Once a score has been determined for each agency participating in the newly created entity, total their scores and divide by the number of participating agencies to arrive at an average score.
The averaged score derived from the preceding paragraph, is the final score that is to be recorded for Criterion 10.

- From previous page –

- Financial Stability -
Addressing GRANT Sections 4.3, 5.15

FINANCIAL STABILITY

Assign the scores below based on the total derived from the previous page.

| The vendor obtained a score of 10-12 on factors listed on the previous page. | 4 points |
| The vendor obtained a score of 7-9 on factors listed on the previous page. | 3 points |
| The vendor obtained a score of 4-6 on factors listed on the previous page. | 2 points |
| The vendor obtained a score of 2-3 on factors listed on the previous page. | 1 point |
| The vendor obtained a score of 0-1 on factors listed on the previous page. | 0 points |

Corresponding Score: 
Weighted Value: x 3
(Total Possible = 12) TOTAL WEIGHTED SCORE:
**RATING SHEET FOR THE PROGRAMMATIC PROPOSAL**

___________ Services in the _________ Region

Date: __________________

Vendor: _______________________________________________________________

Evaluator Name: ________________________________________________________

---

**Response to ______________________________**

Proposal Tab ____ ; Addressing Sections ____________________________

---

**CRITERION 8 – Cost Proposal**

How well does the proposal demonstrate the competitiveness, reasonability, and necessity of the costs proposed for project activities or service delivery?

<table>
<thead>
<tr>
<th>Considerations (Rate each consideration from 0 to 5).</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>How well does the proposal address the following areas?</td>
<td></td>
</tr>
<tr>
<td>YES - If both the Project Budget Summary and Project Budget Detail with budget narrative are included, rate Yes and proceed to considerations <strong>b) through l)</strong>.</td>
<td></td>
</tr>
<tr>
<td>NO - If both the Project Budget Summary and Project Budget Detail with budget narrative are not included rate No and do NOT proceed to considerations <strong>b) through l)</strong>.</td>
<td></td>
</tr>
<tr>
<td><strong>a)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>b)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>c)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>d)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>e)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>f)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>g)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>h)</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

For the **State Fiscal Year 2013-2014**, the proposal includes a completed Project Budget Summary (Appendix VII), Project Budget Detail (Appendix VIII) with budget narrative and Proposed Cost Allocation Plan (Appendix IX).

For the **State Fiscal Year 2013-2014**, the Project Budget Summary displays the line items that are within the maximum allowable funds that are:

**a)** Allowable?

**b)** Reasonable?

**c)** Necessary?

For the **State Fiscal Year 2013-2014**, the costs displayed in the Project Budget Summary and Project Budget Detail reflect items that are cost effective and focus on ensuring successful outcomes?

For the **State Fiscal Year 2013-2014**, the costs described in the Project Budget Detail display the methodology used to calculate the total line item?

For the **State Fiscal Year 2013-2014**, all staff costs include a rate of pay, amount of time devoted to the project, and the Project Budget Detail describes each fringe benefit and the cost of each fringe benefit?

For the **State Fiscal Year 2013-2014**, the Project Budget Detail and budget narrative support the proposed Project Budget Summary?

For the **State Fiscal Year 2013-2014**, the Project Budget Detail and budget narrative describe the amount of time and cost associated with the delivery of direct services as compared to the amount of time and cost associated with travel?

For the **State Fiscal Year 2013-2014**, the Project Budget Summary and Project Budget Detail do NOT include indirect cost or the indirect cost that is limited to a maximum of 10%, and is in sufficient detail to support the necessity for the costs presented if any and reasonable costs that support contract completion?
<table>
<thead>
<tr>
<th></th>
<th>For the <strong>State Fiscal Year 2013-2014</strong>, a Cost Allocation Plan that clearly displays the allocation of costs across funding sources?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>For the <strong>State Fiscal Year 2013-2014</strong>, the Project Budget Summary and Project Budget Detail do NOT include any cost escalation or service reduction?</td>
</tr>
<tr>
<td></td>
<td>For the <strong>State Fiscal Year 2013-2014</strong>, the Project Budget Summary and Project Budget Detail do NOT include the purchase of information technology or video equipment and contains a statement the vendor will supply all information technology and video equipment at no cost the Department?</td>
</tr>
<tr>
<td></td>
<td>For the <strong>State Fiscal Year 2013-2014</strong>, there is written justification to support that the cost is competitive?</td>
</tr>
</tbody>
</table>

(Possible = 55) Total: 

Weighted Value: 1

(Total Possible = 55) **TOTAL WEIGHTED SCORE:** 

**REFERENCES:**

**NOTES:**
Appendix IX

Department of Financial Services

Reference Guide For State Expenditures

Division of Accounting and Auditing
Bureau of Auditing
200 East Gaines Street
Tallahassee, Florida 32399-0355
Agreements for services are used to purchase time and effort rather than commodities. These agreements may be in the form of: Purchase orders, Direct orders, Memorandums of Understanding (MOU), Memorandums of Agreement (MOA), Contracts, Grants, etc.

- Contractual service agreements are between the State and a vendor. For more information, see “Agreements for Services – Vendor.”
- Grant agreements are between the State and a recipient or sub-recipient and are funded with an award of Federal or State Financial Assistance. For more information, see “Agreements for Services - Recipient/Sub-recipient.”
  - When Federal Domestic Assistance is involved, State agencies use the criteria established in OMB Circular A-133 to determine whether the agreement is with a vendor or a sub-recipient.
  - When State Financial Assistance is involved, State agencies use the Florida Single Audit Checklist for Non-state Organizations - Recipient/Sub-recipient vs. Vendor Determination form to determine whether the agreement is with a vendor or recipient. The checklist is available at https://apps.fldfs.com/fsaa/links.aspx.

Recipient/Sub-recipient agreements must contain the following:

**Scope of Work** - A scope of work that clearly establishes the tasks that the recipient or sub-recipient is required to perform.

**Deliverables** - Specific quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

**Note:** Reports are sometimes confused with deliverables. Reports alone may not necessarily be a deliverable, but the means of attesting to the services provided during the reporting period (payment period).

**Documentation Requirements** - the documentation required to evidence the completion of all required tasks specified in the agreement.

**Additional provisions** -
As s. 216.311, F.S., provides that an agency may not enter into an agreement to spend funds in excess of appropriations, the language required in s. 287.0582, F.S., must be included in agreements funded by federal and/or state financial assistance, where applicable.

The standard audit language specified in Rule 69I-5.006(3), F.A.C., must be included in the agreement. This language is available at: https://apps.fldfs.com/fsaa/links.aspx.

If the recipient agreement is procured under s. 287.057, F.S., then the requirements under “Agreements for Services - Vendors” will also apply.

**Federal Financial Assistance**
Agreements with sub-recipients funded by discretionary grant awards from the federal government must include the provisions listed below. Applicability to federal entitlement programs or formula based
awards should be determined on a case by case basis pursuant to federal regulations for these programs.

The Office of Federal Financial Management has confirmed to the Department of Financial Services that if the State receives an award of federal financial assistance in the form of a grant or cooperative agreement, any sub-award for the purpose of the grant is subject to the rules applicable to the grant, even if the sub-award is on a fixed price basis. Agreements (sub-awards) with sub-recipients of federal financial assistance must require the following, as applicable:

a. Compliance with OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations.

b. Compliance with OMB Circular A-21 – Cost Principles for Educational Institutions (2 CFR, Part 220); A-87 Cost Principles for State, Local, and Indian Tribal Governments (2 CFR, Part 225); or A-122 – Cost Principles for Non-Profit Organizations, as appropriate (2 CFR, Part 230).


d. Compliance with OMB Circular A-110 – Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations (2 CFR, Part 215).

(1) This circular also applies to sub-awards made by State and Local Governments to organizations covered by the circular and provides that:

a) A grant may be charged only allowable costs resulting from obligations incurred during the specified funding period.

b) Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for other projects must be refunded to the federal government.

c) Any funds paid in excess of the amount to which the recipient is finally determined to be entitled, under the terms and conditions of the award, constitutes a debt to the Federal government.

State Financial Assistance

Agreements with recipients of state financial assistance, even if awarded on a fixed price basis, must require:

a. Compliance with s. 215.97, F.S.

b. Expenditures of state financial assistance be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

c. A provision stating that an agreement may be charged only with allowable costs resulting from obligations incurred during the term of the agreement.

d. A provision that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

Updated – February 2011
INSURANCE

For agencies subject to the provisions of s. 287.022, F.S., payments for the purchase of insurance, with the exception of title insurance for land purchases, must have proof of approval by DMS or a certification of emergency. Such documentation shall be submitted with each payment request.

INTERCHANGE OF PERSONNEL AMONG STATE AGENCIES

Section 112.24, F.S., authorizes employee interchange agreements among State of Florida Agencies in order to encourage economical and effective use of public employees. Interchange agreements are exempt from the provision requirements of s. 287.058, F.S., and should be executed in accordance with the requirements set forth in s. 112.24, F.S.

INVOICES

General

Agencies shall only schedule those disbursements or transfers of funds authorized by law. If such authority is not apparent, the agency must cite the law which either provides the authority to expend funds for the purpose under consideration or necessarily implies the authority to carry out the authorized duty or function. The requirement for legal authority may not be satisfied by demonstrating that the requested disbursement or transfer has been done or approved previously.

All invoices scheduled for the disbursement or transfer of funds must be submitted in accordance with Rule 69I-40, F.A.C., and scheduled using the standard format prescribed by the Department of Financial Services. The information listed in this section provides general guidelines that are common to all expenditures.

Invoice Requirements

The following requirements apply to all invoices submitted for payment.

1. An invoice submitted for payment must be a legible copy. The original invoice is maintained by the agency. If an agency is filing a copy of the invoice as its original, it must contain the statement "original invoice not available, agency records show that this obligation has not been previously paid" with the signature of the person certifying the statement. Thermo fax copies, because of their temporary nature, shall not be filed as the original at the agency. It should be copied on a standard photocopy machine.

2. Invoices for commodities must clearly reflect a description of the item or items, number of units and cost per unit. Numerical code descriptions alone will not be accepted.

3. Invoices for services must also clearly reflect the specific deliverables that must be provided and accepted prior to payment.
   i. Invoices for fixed unit rate agreements must show the number of units and cost per unit.
   ii. Invoices for agreements paid out on a reimbursement basis or a fixed rate for a specific time period, e.g. quarterly, monthly, etc., must identify the deliverables provided or be supported by documentation (such as a progress report) that clearly reflects the deliverables provided during the invoice period. Documentation must evidence that the minimum performance standards were met.

Updated – February 2011
4. No balances for prior purchases will be paid unless supported by an invoice.

5. A statement will not be paid unless it can be clearly shown that the vendor intended it to be used as an invoice that meets all invoice requirements.

6. All invoices shall be processed in accordance with s. 215.422, F.S., and the rules set forth in Rule 69I-24, F.A.C.

7. Invoices that are split payments require information showing the distribution of charges between funds for such invoice and a cross-reference of the statewide document numbers for all related vouchers.

8. Invoices and other supporting documentation included in a voucher must be grouped by vendor and arranged in the same order as the vendors are listed on the voucher schedule. If the voucher includes multiple invoices from the same vendor, the voucher must include a calculator tape or other evidence showing that the total of the invoices is equal to the amount shown on the voucher schedule.

9. Acronyms and non-standard abbreviations for programs or organizational units within an agency should not be used in the supporting documentation unless an explanation is also included.
• Required supporting documentation must be scanned and attached to the Invoice Reconciliation or Direct Order as appropriate.

• For contractual service and grant payments processed through MyFloridaMarketPlace, agencies must provide the amount paid to date and the contract manager’s written certification as shown on the Contract Summary Form. The Contract Summary Form may be attached to the Invoice Reconciliation to provide this information or the contract manager’s certification statement (contained on the Contract Summary Form) and the paid to date information may be entered in the MyFloridaMarketPlace comment field by the contract manager along with his/her name. Alternately, this information may be provided on the invoice itself.

• If the Master Agreement functionality is used, the following information must be provided:

  1. Start and End Date of agreement
  2. Maximum Commitment Amount
  3. Method of Procurement
  4. Historical Amount Spent
  5. Description to include scope of work, deliverables, and financial consequences
  6. Contract Type

• If a Direct Order is issued, the following information must be provided:

  1. Start and End Date
  2. Line items, including adequate description of required services (including scope of work, deliverables, and financial consequences), units, and price/method of payment
  3. Method of Procurement
  4. State contract number, where appropriate
  5. Paid to date information

**NOTARY**

Reimbursement for the cost of notary commission and seal may be made, if it can be shown that such is for the benefit of the state agency. Such documentation must be submitted with the payment request.

**PAYMENT PROCESSING**

Each payment request submitted to the Bureau of Auditing must include:

• Invoice (for more information, see “Invoices”)

*Updated – February 2011*
- Authorization to incur the expenditure (PO, DO, Contract, Grant, Etc.)
- Procurement method (and related documentation with initial payment request)
- Documentation evidencing the receipt of good and services
- Additional documentation that shows compliance with applicable laws and rules.

**PAYMENT PROCESSING - AGREEMENTS FOR SERVICES**

These payment processing requirements apply to agreements for services provided by vendors and recipients/sub-recipients.

Agencies are required to complete and submit a Contract Summary Form with each payment for agreements for services (including payments to recipients/sub-recipients). The Contract Summary Form information will be used by the Bureau of Auditing to pre-audit the invoice so the form must be complete and reflect specific information from the agreement. Information should clearly identify the specific deliverables including the minimum performance requirements and the payment criteria (compensation) for each deliverable. This information may be included on an attachment if there is insufficient space on the form. The Summary Form is available on the Department of Financial Services website at [www.myfloridacfo.com/aadir/summary_csa.htm](http://www.myfloridacfo.com/aadir/summary_csa.htm).

In addition to the requirements listed in “Invoices” and “Payment Processing,” agreements for services require additional documentation based on the method of payment.

### Cost Reimbursement

Agencies must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.). Each agency is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the agency is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Supporting documentation shall be maintained in support of expenditure payment requests for cost reimbursement contracts as provided in Comptroller’s Memorandum No. 04 (1996-97). Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher.

Updated – February 2011
Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed based on a usage log which shows the units times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.