

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
OFFICE OF SUBSTANCE ABUSE AND MENTAL HEALTH**



INVITATION TO NEGOTIATE (ITN)

SOUTH FLORIDA STATE HOSPITAL (SFSH)

ITN#: 07H17GN1
Release Date: July 28, 2017

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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (Department), Office of Substance Abuse and Mental Health, is issuing this solicitation for the purpose of obtaining a vendor to deliver adult mental health inpatient care at the South Florida State Hospital (SFSH) a licensed and accredited facility. Any person interested in submitting a reply must comply with any and all terms and conditions described in this Invitation to Negotiate (ITN).

1.2 Statement of Purpose

Under the authority of Chapter 394, Florida Statutes (F.S.), the Department is seeking a single qualified vendor to provide high quality facility based mental health care to persons at SFSH. In addition, the selected vendor will provide property management, operations, and maintenance of the SFSH facility, integrating security and treatment within the legislatively appropriated budget.

1.3 Term of the Agreement

The anticipated start date of the resulting contract is July 1, 2018, for an anticipated duration of five (5) years. The contract may be renewed for one five (5) year period, subject to the successful vendor's satisfactory performance, as determined by the Department. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

1.4 Contact Person and Procurement Manager

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

Michele Staffieri, Procurement Manager
Florida Department of Children and Families
1317 Winewood Blvd., Bldg. 6, Room 231
Tallahassee, FL 32399-0700

Michele.staffieri@myflfamilies.com

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

1.5 Definitions

Contract terms can be found in **APPENDIX XIII – SFSH Draft Contract**, Section 1.4.1., and Exhibit A1. of.

1.6 Supporting Documentation

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

Subject	Description	Link	Section Reference
PUR 1000	State of Florida General Contract Conditions	http://www.dms.myflorida.com/media/purchasing/pur_forms/1000_pdf	3.6.2
PUR 1001	State of Florida General Instructions to Respondents	http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf	2.9

Subject	Description	Link	Section Reference
Allowable Costs	Department of Financial Services Reference Guide for State Expenditures	http://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf	3.3.2

1.7 Small, Minority, and Florida Certified Veterans Business Participation

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

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SECTION 2. ITN PROCESS

2.1 General Overview of the Process

The ITN process is divided into two phases: the Evaluation Phase and the Negotiation Phase. The Evaluation Phase involves the Department's initial evaluation of replies submitted in response to the ITN. During this phase, all responsive replies will be evaluated against the evaluation criteria set forth in this ITN. A vendor will be deemed responsive unless determined to be nonresponsive as defined herein. The Department will then select one or more vendors, and compile a shortlist within the competitive range to participate in negotiations. The Negotiation Phase involves negotiations with those vendors on the shortlist. During this phase, the Department may request revised replies and best and final offers based on the negotiations. Following negotiations, the Department will post a notice of intended contract award, identifying the vendor that provides the best value.

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the ITN

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the VBS located at: http://www.myflorida.com/apps/vbs/vbs_main_menu

To find postings at such location:

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

2.2.2 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to the Florida public records laws located in Chapter 119, F.S. **Section 4.5** addresses public records and the submission of trade secrets exempted from public inspection.

2.2.3 Protests and Disputes

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

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

2.3 Limitations on Contacting Department Personnel and Others

2.3.1 General Limitations

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

2.3.2 Limitations During Negotiations

During the Negotiation Phase of this ITN:

2.3.2.1 Any contact and communication between the members of the negotiations team for the prospective vendor(s) with whom the Department is negotiating and the negotiation team for the Department is permissible, but only at a recorded meeting between the vendor and negotiation team, pursuant to subsection 286.0113(2), F.S.;

2.3.2.2 Communication between the Lead Negotiator for the prospective vendor(s) with whom the Department is negotiating and the lead negotiator for the Department outside of the negotiations meetings is permissible so long as it is in writing; and

2.3.2.3 Communications between prospective vendor representatives and other Department representatives is permissible only as determined in writing by the Procurement Manager.

As part of an activity initiated by the Department during the negotiations phase, such as service or product demonstration, testing or development, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager or the Lead Negotiator for such purposes.

2.3.3 Violation of Contact Limitations

Violations of **Section 2.3** will be grounds for rejecting a proposal, if determined by the Department to be material in nature.

2.4 Schedule of Events and Deadlines

Activity	Date	Time	Address	Section Reference
ITN advertised and released on Florida VBS:	July 28, 2017	2:00 pm	http://myflorida.com/apps/vbs/vbs_www.mai n_menu	2.2.1
*Mandatory Solicitation Conference	August 17, 2017	1:00 pm	Department of Children and Families 1317 Winewood Blvd. Bldg. 6, Conference Room A Tallahassee, FL 32399-0700 Conference Call #1-888-670-3525 PIN 286 825 0655	2.6
Submission of written inquiries must be received by:	August 24, 2017	5:00 pm	Michele Staffieri, Procurement Manager Florida Department of Children and Families 1317 Winewood Blvd., Bldg. 6, Room 231 Tallahassee, FL 32399-0700 Michele.staffieri@myffamilies.com	2.7
Anticipated date for posting Department's Response to Inquiries:	August 31, 2017	2:00 pm	http://myflorida.com/apps/vbs/vbs_www.mai n_menu	2.7

Activity	Date	Time	Address	Section Reference
Mandatory Notice of Intent to Submit a Reply	September 5, 2017	5:00 pm	Michele Staffieri, Procurement Manager Florida Department of Children and Families 1317 Winewood Blvd., Bldg. 6, Room 231 Tallahassee, FL 32399-0700 Michele.staffieri@myffamilies.com	2.5
Submission of the Mandatory Site Visit Participation Registration must be received by:	September 5, 2017	5:00pm	Michele Staffieri, Procurement Manager Florida Department of Children and Families 1317 Winewood Blvd., Bldg. 6, Room 231 Tallahassee, FL 32399-0700 Michele.staffieri@myffamilies.com	2.6.2
*Mandatory Site Visit	September 21, 2017	10:00 am	South Florida State Hospital 800 E. Cypress Dr. Pembroke Pine, FL, 33025	2.6
Submission of written inquiries must be received by:	September 27, 2017	5:00 pm	Michele Staffieri, Procurement Manager Florida Department of Children and Families 1317 Winewood Blvd., Bldg. 6, Room 231 Tallahassee, FL 32399-0700 Michele.staffieri@myffamilies.com	2.7
Anticipated date for posting Department's Response to Inquiries:	October 5, 2017	2:00 pm	http://myflorida.com/apps/vbs/vbs_main_menu	2.7
Sealed Replies must be received by the Department:	October 24, 2017	10:00 am	Michele Staffieri, Procurement Manager Florida Department of Children and Families 1317 Winewood Blvd., Bldg. 6, Room 231 Tallahassee, FL 32399-0700	2.8, 4.1
*Reply Opening and Review of Mandatory Requirements:	October 24, 2017	10:30 am	Department of Children and Families 1317 Winewood Blvd. Bldg. 6, Conference Room A Tallahassee, FL 32399-0700	4.2.3, 5.2
*Debriefing Meeting of the Evaluators and ranking of the replies:	November 9, 2017	10:00 am	Department of Children and Families 1317 Winewood Blvd. Bldg. 6, Conference Room A Tallahassee, FL 32399-0700	5.3
Anticipated posting of qualified Vendors (shortlist) for Negotiation:	November 21, 2017	2:00 pm	http://myflorida.com/apps/vbs/vbs_main_menu	5.3.5

Activity	Date	Time	Address	Section Reference
Anticipated negotiation period:	December 11-13, 2017	8:00 am – 4:00 pm	Department of Children and Families 1317 Winewood Blvd. Bldg. 6, Conference Room A Tallahassee, FL 32399-0700	5.4
*Meeting of Negotiation Team to Develop Recommendation for Award:	December 14, 2017	10:00 am	Department of Children and Families 1317 Winewood Blvd. Bldg. 6, Conference Room A Tallahassee, FL 32399-0700	5.5
Anticipated posting of Intended Contract Award:	December 29, 2017	2:00 pm	http://myflorida.com/apps/vbs/vbs_www.main_menu	5.5.4
Anticipated Effective Date of Contract:	July 1, 2018	N/A	N/A	1.3
All vendors are hereby notified that meetings noted with an asterisk above () are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Solicitation Conference, during which comments and questions will be taken from vendors).				

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

2.5 Mandatory Notice of Intent to Submit a Reply

Vendors interested in responding to this ITN are **required** to complete and submit **APPENDIX I – Notice of Intent to Submit a Reply** to the Procurement Manager specified in **Section 1.4**, by the date and time specified in **Section 2.4**. A reply will be deemed nonresponsive unless the vendor has submitted a Notice of Intent to Submit a Reply.

2.6 Mandatory Solicitation Conference and Site Visit

Attendance at both the Solicitation Conference and Site Visit is a mandatory pre-requisite for acceptance of a reply to this ITN. The Solicitation Conference and Site Visit will be held at the time and dates specified in **Section 2.4**.

2.6.1 Mandatory Solicitation Conference

The purpose of the Mandatory Solicitation Conference is to review the ITN and service requirements with interested vendors. Vendors are required to participate in-person or via teleconference as a prerequisite for acceptance of a reply.

2.6.2 Mandatory Site Visit

The purpose of the Mandatory Site Visit is to tour the physical facility location and operations with interested vendors. The Department will make supplemental materials such as equipment lists, reports, and facility specifications available for review on-site during the Solicitation Conference and Site Visit. Vendors are required to participate in-person as a prerequisite for acceptance of a reply. Vendor are also required to submit **APPENDIX II - Mandatory Site Visit Participation Registration** by the date and time specified in **Section 2.4**.

The Procurement Manager will coordinate the arrangements for the Site Visit will all vendors successfully submitting a Notice of Intent to Submit a Reply by the time and date specified in **Section 2.4**. Any vendor **not** submitting a Notice of Intent to Submit a Reply will not be permitted to participate in the Site Visit.

2.6.3 Verbal Inquiries

During the Solicitation Conference and Site Visit vendors may pose questions. All questions posed during the Solicitation Conference or Site Visit must also be submitted in writing, as specified in **Section 2.7**. The Department shall be only bound by written information that is contained within the solicitation documents or formally posted as an addendum or a response to inquiries.

2.7 Written Inquiries

Questions will only be accepted if submitted as written inquires to the Procurement Manager specified in **Section 1.4**, via electronic mail, U.S. Mail, or other delivery service, and received on or before the date and time specified in **Section 2.4**. Vendors should use the template provided in **APPENDIX V – Question Submittal Form** of this ITN to submit written inquiries. Written inquires will not be accepted by facsimile.

The responses to all inquiries will be made available by the dates and times specified in **Section 2.4** through electronic posting on the VBS, as specified in **Section 2.2.1**.

2.8 Receipt of Replies

2.8.1 Reply Deadline

Replies must be received by the Department no later than the date and time and at the address provided in **Section 2.4**. Any replies that are not received at the specified address, by the specified date and time, will not be evaluated. All methods of delivery or transmittal to the Department's contact person remain the responsibility of the prospective vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective vendor.

2.8.2 Binding Replies

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

2.8.3 Changes to Replies After Submission Prohibited

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

2.8.4 Right to Rely on Department Information

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

2.8.5 Receipt Statement

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

2.8.6 Request to Withdraw Reply

A written request to withdraw a reply, signed by the vendor, may be considered if received by the Department within 72 hours after the reply opening time and date as specified in **Section 2.4**. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious vendor error.

2.8.7 Cost of Preparation of Reply

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

2.9 Form PUR 1001

The standard Form PUR 1001 is hereby incorporated by reference. Sections 3, 4, 5, 14, and 18 of Form PUR 1001 are not applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this ITN, the terms of this ITN shall take precedence over Form PUR 1001, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1001 shall take precedence. Form PUR 1001 is available at:

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

2.10 Department's Reserved Rights

2.10.1 Waiver of Minor Irregularities

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

2.10.2 Right to Inspect, Investigate, and Rely on Information

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

2.10.3 Rejection of All Replies

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

2.10.4 Withdrawal of ITN

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

2.10.5 Reserved Rights After Notice of Award

2.10.5.1 The Department reserves the right to schedule additional negotiation sessions with vendors identified in the posting of a Notice of Award to establish final terms and conditions for contracts with those vendors.

2.10.5.2 The Department reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen negotiations with any vendor at any time prior to execution of a contract.

2.10.6 Other Reserved Rights

The Department reserves all rights described elsewhere in this ITN.

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SECTION 3. SPECIFICATIONS

3.1 Mandatory Requirements

The vendor must meet the requirements specified in **Section 4.2.3**. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

3.2 Minimum Programmatic Specifications

The selected vendor shall perform the tasks outlined in **APPENDIX XIII – SFSH Draft Contract** in accordance with all terms therein.

3.3 Minimum Financial Specifications

The selected vendor shall be compensated in the manner set forth in **APPENDIX XIII – SFSH Draft Contract**, in accordance with all terms therein.

3.3.1 Funding Source and Limits

Funding for the services outlined in this ITN is appropriated annually by the Florida Legislature and is subject to the availability of funds. Anticipated available funding is detailed in the following table:

State Fiscal Year	Funding
2018-2019	\$ 35,944,247.35
2019-2020	\$ 35,944,247.35
2020-2021	\$ 36,042,724.74
2021-2022	\$ 35,944,247.35
2022-2023	\$ 35,944,247.35
Total	\$179,819,714.14

3.3.2 Allowable Costs

All costs associated with the delivery of services outlined in this ITN must be in accordance with the Department of Financial Services' Reference Guide for State Expenditures, which can be located at:

http://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf

3.3.3 Funding for Services Only

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

3.4 Performance Bond

The Department may require a performance bond from a surety company licensed to do business within the State of Florida issued by a Florida licensed agent to insure against any losses or mismanagement. If required, the successful vendor shall furnish the bond within ten days of request by the Department in the amount of 20% of the annual contract value and maintain the bond throughout the duration of the contract or until such time as the requirement is removed from the contract. If a performance bond is required, no payments shall be made to the selected vendor until the bond is submitted to and approved by the Department in writing.

3.5 Vendor Registration in MyFloridaMarketPlace

To be paid, each vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1030(3), F.A.C. Vendors not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply; however, proof of registration or exemption must be provided prior to execution of the contract, if any.

3.6 Composition of the Contract

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

3.6.1 Department's Standard Integrated Contract

The most recent version of the Department's Standard Integrated Contract, which contains general contract terms and conditions required by the Department for all vendors. In addition, the Department's Standard Integrated Contract contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation. The Department reserves the right to include an updated version of the Standard Integrated Contract in the contract resulting from this solicitation.

3.6.2 Form PUR 1000

The Form PUR 1000 contains standard terms and conditions that will apply to the contract which results from the solicitation. Form PUR 1000 is hereby incorporated by reference and is available at:

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

3.6.3 Other Attachments or Exhibits

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

3.7 Order of Precedence

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

3.7.1 APPENDIX XIII – SFSH Draft Contract

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

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SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITN

4.1 How to Submit a Reply

4.1.1 Mandatory Reply Deadline

All replies must be received by the Procurement Manager by the deadline and at the address specified in **Section 2.4**. The vendor must choose the appropriate means for delivery, and is exclusively responsible for receipt of the reply by the Procurement Manager. Late replies will not be evaluated. See also **Section 2.8.1**.

4.1.2 Electronic Transmittal of Replies Not Accepted

Facsimile or electronic transmissions of replies will **not** be accepted.

4.1.3 Reply Amendments

Any amendments to the reply as originally submitted by the vendor, not required by the Department, must comply with the requirements of this section and must be received by the deadline specified in **Section 2.4**.

4.1.4 Number of Copies Required and Format for Submittal

Vendors shall submit the following documentation in response to the ITN:

- 4.1.4.1** One (1) original of the Programmatic Reply;
- 4.1.4.2** Three (3) hard copies of the Programmatic Reply;
- 4.1.4.3** One (1) original of the Facility Management Reply;
- 4.1.4.4** Two (2) hard copies of the Facility Management Reply;
- 4.1.4.5** One (1) original of the Financial Reply;
- 4.1.4.6** Two (2) hard copies of the Financial Reply; and
- 4.1.4.7** One (1) electronic copy of all Replies (on CD-ROM or flash drive).

The original replies submitted to the Department must contain an original signature of an official authorized to bind the vendor to the reply.

4.1.5 Replies to be in Sealed Container

All original, hard, and electronic copies of the replies must be submitted in a sealed container. The container must be clearly marked with the title of the reply, the ITN number, the vendor's name, and identification of enclosed documents (i.e., Programmatic Reply, Facility Management Reply, or Financial Reply for the South Florida State Hospital). Original replies must be clearly marked as the original, and copies identified and numbered accordingly (i.e., original, copy #1 of 5, etc.).

4.1.6 Hard-Copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The reply must be bound, labeled and submitted as specified in **Section 4.2, Section 4.3, and Section 4.4**.

4.1.7 Electronic Copy Format

The required electronic format of the reply must be on non-rewritable CD-ROM or flash drive. The software used to produce the electronic files must be Adobe portable document format ("pdf"), version 6.0 or higher. The Department must be able to be open and view the reply utilizing Adobe Acrobat, version 9.0. The electronic copies must be identical to the original reply submitted, including the format, sequence and section headings identified in this ITN. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non-"original" hard copy versions of the reply in the event of any discrepancy. If a discrepancy is

found between the hard copy reply marked “original” and any of the electronic versions submitted electronically, the Department reserves the right, at its sole discretion, to reject the entire reply.

4.2 Content of the Programmatic Reply

4.2.1 Programmatic Reply Title Page

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

- 4.2.1.1** Title of reply;
- 4.2.1.2** ITN number;
- 4.2.1.3** Vendor’s name and federal tax identification number;
- 4.2.1.4** Vendor’s Data Universal Numbering System (DUNS) number;
- 4.2.1.5** Identification of the enclosed document (Programmatic Reply, Facility Management Reply, or Financial Reply, original, copy #1 of 5, etc.); and
- 4.2.1.6** Name, title, telephone number, and address of person who can respond to inquiries regarding the reply.

4.2.2 TAB 1: Table of Contents

The vendor shall provide a table of contents outlining the content of each section of the reply and the associated page number(s). Supporting documentation must be indexed and labeled accordingly.

4.2.3 TAB 2: Mandatory Requirements

The following are the Mandatory Requirements for this ITN:

4.2.3.1 Certificate of Signature Authority

The reply must include a completed and signed **APPENDIX III – Certificate of Signature Authority**, completing either Section A (or providing a corporate resolution or other duly executed certification issued in the vendor’s normal course of business) or Section B, demonstrating the person signing the reply and its statements and certifications is authorized to make such representations and to bind the vendor.

4.2.3.2 Mandatory Certifications

The reply must include a completed and signed **APPENDIX IV – Vendor’s Certifications** signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the vendor and the “true” box must be checked next to each of the Certifications (a) through (l).

4.2.3.3 Tie Breaking Certifications

The reply may include a completed and signed **APPENDIX IV – Vendor’s Certifications - Tie Breaking Certifications**. The vendor may check the “true” box for any or all Tie Breaking Certifications identified in (sections (m) through (p)) for which a vendor qualifies. Completion of the Tie Breaking Certifications is mandatory for qualifying vendors if the vendor does not desire to waive all rights to consideration of a “tie breaker.”

4.2.4 TAB 3: Executive Overview (limited to 5 pages)

4.2.4.1 The reply must include a brief executive overview demonstrating an understanding of the ITN purpose specified in **Section 1.2**, and the needs specified in this ITN. The Executive Overview should also include a brief description of the vendor’s organization, leadership credentials, approach for scope of work, management of performance specifications, and completing deliverables as specified in **APPENDIX XIII – SFSH Draft Contract**.

4.2.4.2 The reply should include a brief description of the organization's experience in providing similar services as requested in this ITN and **APPENDIX XIII – SFSH Draft Contract**. Include overall experience of the organization, stating whether the vendor was the prime contractor or a subcontractor and whether it worked in cooperation with a subcontractor. Where applicable, clearly note the vendor's related experience which included individuals who will be assigned and their role on the past project. Provide a detailed description of any work to be subcontracted, including information describing the qualifications and relevant experience of any proposed subcontractors.

4.2.5 TAB 4: Services Approach and Solution – Program Description (limited to 75 pages)

The reply must include a completed **APPENDIX VIII - Program Description Template** demonstrating the vendor's approach to delivering the services specified therein. The completed Program Description Template must include all information outlined therein.

4.2.6 TAB 5: Proposed Staffing Plan

The reply must include a completed **APPENDIX XII – SFSH Proposed Staffing Plan** demonstrating the vendor's proposed staffing, sufficient to provide the services outlined in the Program Description.

4.2.7 TAB 6: Supporting Documentation

Attachments, exhibits or any other supporting documentation referenced in the reply must be labeled and tabbed accordingly. All supporting documentation must be formatted as specified in **Section 4.1.6**

4.3 Content of the Facility Management Reply

4.3.1 Facility Management Reply Title Page

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

4.3.1.1 Title of reply;

4.3.1.2 ITN number;

4.3.1.3 Vendor's name and federal tax identification number;

4.3.1.4 Vendor's Data Universal Numbering System (DUNS) number;

4.3.1.5 Identification of the enclosed document (Programmatic Reply, Facility Management Reply, or Financial Reply, original, copy #1 of 5, etc.); and

4.3.1.6 Name, title, telephone number, and address of person who can respond to inquiries regarding the reply.

4.3.2 TAB 1: Table of Contents

The vendor shall provide a table of contents outlining the content of each section of the reply and the associated page number(s). Supporting documentation must be indexed and labeled accordingly.

4.3.3 TAB 2: Services Approach and Solution – Facility Management (limited to 75 pages)

The vendor shall develop and submit **APPENDIX IX - Facility Management Description Template**, demonstrating their approach to delivering the services specified therein. The completed Facility Management Description must include all information outlined therein.

4.3.4 TAB 3: Proposed Staffing Plan

The reply must include a completed **APPENDIX XII – SFSH Proposed Staffing Plan** demonstrating the vendor's proposed staffing, sufficient to provide the services outlined in the Facility Management Description.

4.3.5 TAB 4: Supporting Documentation

Attachments, exhibits or any other supporting documentation referenced in the reply must be labeled and tabbed accordingly. All supporting documentation must be formatted as specified in **Section 4.1.6**.

4.4 Content of the Financial Reply

4.4.1 Financial Reply Title Page

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

- 4.4.1.1** Title of reply;
- 4.4.1.2** ITN number;
- 4.4.1.3** Vendor's name and federal tax identification number;
- 4.4.1.4** Vendor's Data Universal Numbering System (DUNS) number;
- 4.4.1.5** Identification of the enclosed document (Programmatic Reply, Facility Management Reply, or Financial Reply, original, copy #1 of 5, etc.); and
- 4.4.1.6** Name, title, telephone number, and address of person who can respond to inquiries regarding the reply.

4.4.2 TAB 1: Table of Contents

The vendor shall provide a table of contents outlining the content of each section of the reply and the associated page number(s).

4.4.3 TAB 2: Budget Summary and Narrative

The vendor shall provide a completed **APPENDIX X – Budget Summary and Narrative**. The Budget Summary must include the proposed total cost of each line item. The Budget Narrative must include a description of each line item detailing how the proposed costs were derived. All proposed costs must be presented as actual costs, not as a proposed cost range. The vendor shall include a budget for each state fiscal year and any possible renewal.

4.4.4 TAB 3: Pricing Schedule

The vendor shall provide a proposed Pricing Schedule using the template provided in **APPENDIX XI – Pricing Schedule** for each year of the contract and any possible renewal period, as specified in **Section 1.3**. Proposed pricing should be rounded to no more than two decimals. Pursuant to section 216.311, F.S., proposed costs may not exceed the total funding detailed in **Section 3.3.1**. Pricing Schedules exceeding the funding detailed in **Section 3.3.1** will be determined non-responsive and will not be evaluated.

4.4.5 TAB 4: Proposed Staffing Plan

The reply must include a completed **APPENDIX XII – SFSH Proposed Staffing Plan** demonstrating the vendor's proposed staffing, sufficient to provide the services outlined in the Program and Facility Management Description.

4.4.6 TAB 5: Financial Stability

The vendor must submit copies of their independent financial and compliance audit reports or certified financial statements for the three most recent fiscal years. The copies must 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 shall be submitted.

Where two or more agencies have come together to create a new entity, each agency's financial and compliance audits or financial statements will be scored. Once a score has been determined for each partner agency participating in the newly created entity, scores will be totaled and divide by the number of participating agencies to arrive at an average score.

4.5 Public Records and Trade Secrets

4.5.1 Replies and Other Submissions Are Property of the State

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

4.5.2 Replies and Other Submissions are Subject to Public Inspection

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

4.5.3 How to Claim Trade Secret Protection

If the vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate CD, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Reply, ITN No. **07H17GN1**- Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the vendor considers any portion of a submission made after its reply to be trade secret the vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

4.5.4 Vendor's Duty to Respond to Public Records Requests

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

4.6 Department not Obligated to Defend Vendor Claims

The Department is not obligated to agree with the vendor's claim of exemption, and by submitting a reply or other submission the vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the vendor agrees that it shall protect, defend, and

indemnify, including attorney fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to vendor's claim that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the provider's redaction.

SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract to the responsive vendor(s) that the Secretary, or his designee, determines to be the best value, based on the selection criteria specified in **Section 5.1**.

5.1 Selection Criteria

The following Selection Criteria shall apply for this ITN:

Criteria
1. The vendor's articulation of its approach to providing the required services and the ability of the approach to meet the requirements of this ITN and provide additional value.
2. The vendor's company structure, subcontractors, experience and capability to deliver its proposed services including the vendor track record providing services similar to the one specified in this ITN.
3. The skills and experience of the vendor's leadership team, staff and resources the vendor will use in implementing its services.
4. The vendor's financial management approach, proposed budget and related financial information.

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

5.2 Application of Mandatory Requirements

A vendor must meet all Mandatory Requirements, defined in **APPENDIX VI – Mandatory Requirements Checklist** in order to be considered for evaluation under this ITN.

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

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

5.3 Evaluation Phase Methodology for Ranking and Shortlisting

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

5.3.1 Scoring by Evaluators

The Department's Evaluators will be classified in three teams, each of which will be assigned a specific section of the evaluation: the Programmatic Reply, the Facility Management Reply or the Financial Reply. Within each team, each evaluator will independently evaluate the appropriate reply submitted by each vendor, according to the following criteria:

Criteria	Points
Programmatic Reply	
The Programmatic Evaluation Team will evaluate each vendors' approach to: <ul style="list-style-type: none"> ○ Staffing and Organizational Qualifications ○ Resident Services ○ Administrative Tasks 	1,104
Facility Management Reply	
The Facility Management Evaluation Team will evaluate each vendor's approach to <ul style="list-style-type: none"> ○ Staffing and Organizational Qualifications ○ Facility Management Programs 	432
Financial Reply	
The Financial Evaluation Team will evaluate each vendor's: <ul style="list-style-type: none"> ○ Budget ○ Pricing ○ Financial Stability 	152
TOTAL	1,688

5.3.2 Total Score and Recommended Ranking

The Procurement Manager will average the total scores by each Evaluator to calculate the points awarded for each section. The Procurement Manager will use total points to rank vendors from highest to lowest. In the event that multiple organizations have the same total score, each organization will receive the same rank. This ranking will serve as the recommended ranking of the Department's Evaluators.

5.3.3 Report of the Procurement Manager

After developing the recommended ranking as specified in **Section 5.3.2**, the Procurement Manager will provide to the Secretary, or his designee, a report on replies deemed nonresponsive and, as to those deemed responsive, a report on the evaluation process and the recommended ranking of the Evaluators.

5.3.4 Determination of Ranking

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

5.3.5 Selection and Posting of Qualified Vendors for Negotiations (Short List)

Upon approval of the list of vendors selected for negotiations by the Secretary or his designee, the Department will post the Short List on the VBS, as specified in **Section 2.4**. Responsive vendors who are not listed in the posting will not be formally eliminated from the ITN process until the posting of the notice of intent to award. Unless otherwise provided in the posting of the Short List, no presumption of preference or merit in the negotiation process or for contract award shall arise from the Evaluators' scores, the ranking or the order of vendors listed in such posting. No responsive vendor will be formally eliminated from consideration for award of a contract under this ITN until the posting of a Notice of Intended Award is issued.

5.4 Negotiation Process for Final Selection

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

5.4.1 Supplemental Replies

The Department reserves the right to require vendors on the Short List to submit a supplemental reply or other submission prior to conducting negotiations. Notice of such requirement will be posted on the VBS, as specified in **Section 2.2.1**

5.4.2 Goal of Negotiations

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

5.4.3 Department Retains Discretion

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

5.4.4 Department Reserved Rights During Negotiations

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

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

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

5.4.5 Negotiation Meetings Not Open to Public

5.4.5.1 Negotiations between the Department and vendors are not open to the public pursuant to subsection 286.0113(2)(b)1., F.S.

5.4.5.2 Negotiation strategy meetings of the Department's Negotiation Team are exempted by subsection 286.0113(2)(b)2., F.S.

5.4.5.3 The Department shall audio record all meetings of the Department's Negotiation Team pursuant to subsection 286.0113(2)(c)1.

5.5 Final Selection and Notice of Intent to Award Contract

5.5.1 Department's Negotiation Team Recommendation

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

5.5.2 Selection of Vendor(s)

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

5.5.3 Reserved Rights

The Department reserves the right to:

5.5.3.1 Select one or more vendor for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;

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

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

5.5.3.4 Award a contract which includes one or more subcontractors proposed by any other vendor(s);

5.5.3.5 Request revisions to any reply or cost proposal submitted in response to this ITN; and

5.5.3.6 Require a vendor to obtain a performance bond.

5.5.4 Posting Notice of Award

The Department will post the Notice of Intent to Award Contract, stating intent to enter into one or more contracts with the vendor or vendors identified therein, on the VBS, as specified in **Section 2.4**. Any negotiations to finalize terms and conditions of the contract after such notice will involve a Department designee and not the Department's negotiation team, although members of the team may assist the designee in such negotiations.

5.5.5 Reserved Rights After Notice of Intent to Award

The Department reserves the right to:

5.5.5.1 Schedule additional negotiation sessions with vendor(s) identified in the Notice of Intent to Award in order to establish final terms and conditions for contracts with the vendor(s).

5.5.5.2 Post a notice of withdrawal or amendment of its Notice of Intent to Award and reopen negotiations with any vendor at any time prior to execution of the contract.

5.5.5.3 Post a notice of withdrawal of award in the event that the selected vendor fails to execute the contract or defaults in performance. In such event, the Department reserves the right to re-procure services in accordance with Rule 60A-1.006(3) F.A.C.

The Remainder of this Page Intentionally Left Blank.

APPENDIX I: NOTICE OF INTENT TO SUBMIT A REPLY

_____ (Vendor Name) wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled " _____," ITN No. **07H17GN1**.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

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

APPENDIX II: MANDATORY SITE VISIT PARTICIPATION REGISTRATION

_____ (Vendor Name) wishes to inform the Florida Department of Children and Families that is will send the following authorized officials to participate in the Mandatory Site Visit for ITN# **07H17GN1**.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Official # 1 (Required)	
Name	
Title	
Email Address	
Phone Number	

Official # 2 (Optional)	
Name	
Title	
Email Address	
Phone Number	

Official # 3 (Optional)	
Name	
Title	
Email Address	
Phone Number	

Official # 4 (Optional)	
Name	
Title	
Email Address	
Phone Number	

APPENDIX III: CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B	
<input type="checkbox"/>	Vendor is not a sole proprietorship (Complete Section A)
<input type="checkbox"/>	Vendor is a sole proprietorship (Complete Section B)
Section A	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of Vendor) and have authority to make official representations by said Vendor regarding its official records and hereby state that my examination of the Vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the Vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Vendor in response to ITN # 07H17GN1, and, in so doing, to bind the named Vendor to the statements made therein.</p>	
Dated:	
Signature:	
Printed Name:	
Title:	
<p>NOTE: In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.</p>	
Section B	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of Vendor), and will be personally bound by the Proposal submitted in response to ITN # 07H17GN1.</p>	
Dated:	
Signature:	
Printed Name:	

APPENDIX IV: VENDOR'S CERTIFICATIONS

MANDATORY CERTIFICATIONS		
MASTER CERTIFICATION		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # 07H17GN1 (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (a) through (m) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p>		
Check the applicable box next to the title to each certification:		
True	False	
		a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document
		b. Certification of Representations Per Section 9 of PUR 1001
		c. Certification of Authority to Do Business in Florida
		d. Statement of No Involvement
		e. Conflict of Interest Statement (Non-Collusion)
		f. Certification Regarding Subcontractors and Other Providers
		g. Certification Regarding Lobbying
		h. Certification Regarding Scrutinized Companies List
		i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts
		j. Certification Regarding Prior Contractual Obligations
		k. Certification of Representations Per sections 287.133, and 287.134, F.S.
		l. Certification of a Drug Free Workplace
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>		
Signature of Authorized Representative:		Date:
<p>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's Reply is submitted in good faith in response to the Department of Children and Families Invitation to Negotiate (the ITN) and is binding on the Vendor in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Vendor will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The Vendor further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Department's exclusive determination, in rejection of the reply.</p>		
<p>b. Certification of Representations Per Section 9 of Form PUR 1001</p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.</p>		
<p>c. Certification of Authority to Do Business in Florida</p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.</p>		

d. Statement of No Involvement

By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has:
Been awarded a contract that was procured using procedures other than those described in subsections 287.057 (1-3), 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 Invitation to Negotiate as principals are named therein, that the Vendor's Reply is made without collusion with any other person, persons, company, or parties submitting a reply; that it is in all respect made in good faith; and as the signer of the reply, I have full authority to legally bind the Vendor to the provisions of this reply.

f. Certification Regarding Subcontractors and Other Providers

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

g. Certification Regarding Lobbying

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

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

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

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

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

h. Certification Regarding Scrutinized Companies List

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

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

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

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

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

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

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

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

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

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

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

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

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

j. Certification Regarding Prior Contractual Obligations

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

(1) Failed to correct to the satisfaction of the Department any unsatisfactory performance in a previous contract after Department notice of unsatisfactory performance;

(2) Had a contract terminated by the Department for cause; and

(3) Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts prior to contract execution.

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

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

I. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor currently maintains a drug-free workplace environment in accordance with section 287.087, 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, F.S., provide qualifying Vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a Vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying Vendors, however, a Vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or reply.

MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

As the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # 07H17GN1 , the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (n) through (p) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

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

m. Certification of a Certified Minority Business Enterprise

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

o. Certification of a Florida Business

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

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

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

m. Certification of a Certified Minority Business Enterprise

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

n. Certification of a Florida Certified Veteran’s Business Enterprise

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

o. Certification of a Florida Business

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

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

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

APPENDIX V: QUESTION SUBMITTAL FORM

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

Vendor Name: _____

Date Submitted: _____

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

[*Add rows as necessary.]

*Signature of Authorized Representative

*Name of Authorized Representative

*Title of Authorized Representative

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

APPENDIX VI: MANDATORY REQUIREMENTS CHECKLIST

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

APPENDIX VII: SUBCONTRACTOR LIST

Identify all subcontractors who will perform work under any contract resulting from this solicitation. The vendor shall have determined to its own complete satisfaction that an identified subcontractor has been successfully engaged in the related subcontracted service(s) and is qualified to provide such service(s).

For each proposed subcontractor, provide the following information:

- 1) Subcontractor full legal name
- 2) Business type
- 3) Address
- 4) City, State Zip
- 5) Phone #
- 6) FEIN #
- 7) Country and state of incorporation
- 8) Principal place of business
- 9) Proof of legal entity and authorization to do business with the State of Florida
- 10) Service(s) to be subcontracted
- 11) Estimated cost of subcontracted service(s)
- 12) Description of the vendor’s organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location.
- 13) Description of the vendor’s principal type of business and history and what uniquely qualifies the vendor to provide the proposed subcontracted service(s).
- 14) Statement of whether or not the vendor has filed for bankruptcy protection in the past five years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.
- 15) Identification of any potential or actual conflicts of interest that might arise for the vendor as a result of contract award to the vendor, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by Section 6 of the PUR 1001. Address both personal and organizational conflicts.
- 16) Reservations the vendor must make if unable to certify completely all of the items in Section 9 of the PUR 1001 entitled "Representation and Authorization." If no reservations are made in this section of the reply, the vendor shall be deemed to attest to the truth of all of listed items and the Department may rely upon them.

CHECK HERE IF NO SUBCONTRACTORS WILL BE USED:

*Signature of Authorized Representative

*Name of Authorized Representative

*Title of Authorized Representative

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

APPENDIX VIII: PROGRAM DESCRIPTION TEMPLATE

A. ORGANIZATIONAL OFFICIALS AND OFFICERS

- 1. Board President /Chairperson: _____
- 2. Chief Executive Officer: _____
- 3. Chief Operating Officer: _____
- 4. Chief Financial Officer: _____
- 5. Data Security Officer: _____
- 6. Primary Liaison to DCF: _____

B. MANAGEMENT TEAM

- 1. Hospital Administrator: _____
- 2. Assistant Hospital Administrator: _____
- 3. Nursing Director: _____
- 4. Clinical Director: _____

C. ORGANIZATIONAL CAPACITY

- 1. Annual Operating Budget: \$ _____
(Include all revenue sources)
- 2. Number of employees: _____
- 3. Accreditations: _____
- 4. Major Funders: _____
- 5. Year of Incorporation: _____
- 6. Corporate Mission Statement, Philosophy, Core Values, and Vision:
- 7. Description of Organization's Programmatic Services:
- 8. Description of Organization's Governance Structure
(include names and addresses of corporate affiliations, partnerships, or associations)
- 9. Organizational Chart of Major Units *(attach as an exhibit)*
- 10. Organizational Chart of Affiliated or Related Companies, Partnerships, or Associations
(attach as exhibit)

D. DESCRIPTION OF PROPOSED SERVICES – RESIDENT SERVICES

Describe the organization's strategies and processes for the delivery of the following services, as detailed in the SFSH Draft Contract. Services listed are the minimum services to be provided. Add any additional proposed services, as necessary.

1) Treatment Services

- a) Legal Requirements
 - 1. Facility Attorney Services
 - 2. Communication with Courts
 - 3. Court Reporting and Compliance with Deadlines
- b) Admission Process
- c) Assessments/Evaluations
- d) Individualized Treatment Planning
- e) Length of Stay and Length of Treatment
- f) Medical Services
 - 1. Initial and Periodic Health Appraisals
 - 2. Primary Care
 - 3. Specialty Care Referrals
 - 4. Hospitalization
 - 5. Emergency Care
 - 6. Pharmacy Services
 - 7. On-Site Convalescent Care
 - 8. Ancillary Medical Services
 - 9. Dental Care
 - 10. Health Education
 - 11. Assessment and Treatment of Co-morbid Medical Disorders
- g) Clinical Services
 - 1. Competency Restoration
 - 2. Assessing and Fostering Discharge Readiness to a less restrictive setting
 - 3. Seclusion and Restraint
 - 4. Suicide Prevention
 - 5. Psychotropic Medication
 - 6. Functional Improvement
- h) Specialized Behavioral Programs
 - 1. Cognitive Behavior Treatment
 - 2. Aggression Control
- i) Education Programs
- j) Psychosocial Rehabilitation
- k) Vocational Programs
- l) Recreational Programs
- m) Substance Abuse Services

- n) Patient Advocacy Program
- o) Self-Help and Peer-Support Groups
- p) Aftercare Planning Services
- q) Discharge and Conditional Release Planning
- r) Follow Up Care After Discharge
- s) Trauma-Informed Interventions
- t) Family Supports
- u) Community Linkages
 - 1. Criminal Justice System
 - 2. Community Case Managers
 - 3. Managing Entity Personnel
 - 4. Support Service and System Planning
 - 5. Community Providers, Jail Staff and Court Personnel
 - 6. Advocacy Groups and Consumer-Operated Services
 - 7. Social Security Administration
 - 8. Community Advisory Committee
- v) Special Populations
 - 1. Older Adults
 - 2. Co-Occurring Disorders of Mental Illness and Substance Abuse
- w) Accreditation by The Joint Commission, hospital standards
- x) AHCA Licensure

2) Residential Services

- a) Visitation and Communication
- b) Resident Grievance Management
- c) Diversity Access
- d) Daily Living
- e) Freedom of Movement
- f) Peer Run Drop-In Center
- g) Resident Transportation
 - 1. Remote Custody
 - 2. Staffing
- h) Food Service
- i) Canteen Service
- j) Resident Bank Accounts
- k) Resident Work/Employment Program

3) Policies, Programs, and Procedures

- a) Resident Safety Program
- b) Resident Rights
 - 1. Grievances

- 2. Dispute Resolution
- c) Abuse Reporting
 - 1. Protocol
 - 2. Investigation
 - 3. Documentation
- d) Incident Reporting
 - 1. Critical Incidents
 - 2. Mortality Reviews
- e) Precaution Protocols
 - 1. Suicidal
 - 2. Assaultive
 - 3. Self-Injurious
 - 4. Falls

E. DESCRIPTION OF PROPOSED SERVICES – ADMINISTRATIVE SERVICES

Describe the organization's strategies and processes for the delivery of the following services, as detailed in the SFSH Draft Contract. Services listed are the minimum services to be provided. Add any additional proposed services, as necessary.

1) Staffing

- a) SFSH Management Team
 - 1. Include proposed staffing for key management positions, including resumes for each person identified and a description of how their experience qualifies them to provide supervision and leadership at the SFSH.
 - 2. For each key management position where a candidate has not yet been identified, describe the organization's approach to recruitment, training, and retention of qualified individuals.
- b) Minimum service qualifications for each type of service delivery position
- c) Training programs and frequency for each type of service delivery position
- d) Vacancies & Changes
- e) Subcontracting
 - 1. Describe all programmatic services proposed to be subcontracted.
 - 2. Where subcontractors have been identified, provide the information required in the Subcontract List included in the ITN.
 - 3. Where subcontractors have NOT been identified, describe the organization's approach to selecting subcontractors and monitoring the provision of services.
 - 4. In the event no subcontractor(s) will be used, include the Subcontract List with the appropriate box checked, signed and dated by an authorized representative.

2) Performance

- a) Data Collection & Reporting
- b) Performance Measures
- c) Quality Improvement

- d) Performance Improvement
- e) Risk Management
- f) Resident Satisfaction

3) Documentation and Record Maintenance

4) Contract Reports and Deliverables

APPENDIX IX: FACILITY MANAGEMENT DESCRIPTION TEMPLATE

A. KEY POSITIONS

- 1) Facility Manager: _____
- 2) Maintenance Crew Supervisor: _____
- 3) Security Chief: _____

B. ORGANIZATIONAL CAPACITY

- 1) Corporate Mission Statement, Philosophy, Core Values, and Vision:
- 2) Description of Organization's Experience Providing Facility Management Services:
- 3) Description of Organization's Governance Structure
(include names and addresses of corporate affiliations, partnerships, or associations)
- 4) Organizational Chart of Major Units (attach as an exhibit)
- 5) Organizational Chart of Affiliated or Related Companies, Partnerships, or Associations (attach as exhibit)

C. STAFFING

Describe the organization's strategies and processes for the delivery of the following services, as detailed in the SFSH Draft Contract. Services listed are the minimum services to be provided. Add any additional proposed services, as necessary.

1) Key Positions

- a) Facility Management Team
 1. Include proposed staffing for key management positions, including resumes for each person identified and a description of how their experience qualifies them to provide supervision and leadership at the SFSH.
 2. For each key management position where a candidate has not yet been identified, describe the organization's approach to recruitment, training, and retention of qualified individuals.
- b) Minimum service qualifications for each type of position
- c) Training programs and frequency for each type of position
- d) Vacancies & Changes
- e) Subcontracting
 1. Describe all facility management services proposed to be subcontracted.
 2. Where subcontractors have been identified, provide the information required in the Subcontract List (**Appendix VII**) included in the ITN.
 3. Where subcontractors have NOT been identified, describe the organization's approach to selecting subcontractors and monitoring the provision of services.
 4. In the event no subcontractor(s) will be used, include the Subcontract List (**Appendix VII**) with the appropriate box checked, signed and dated by an authorized representative.

D. DESCRIPTION OF PROPOSED PLANS AND PROGRAMS

Describe the organization's strategies for the delivery of operation, management, and maintenance of the facility, as detailed in the SFSH Draft Contract. Plans, programs, and protocols listed are the *minimum* required elements. Add any additional proposed elements, as necessary.

1) Annual Operating Plan

The Annual Operating Plan must include the following standardized plans, programs, and protocols for the operation, maintenance, and repair of the facility.

a) Administration and Supervision Program

Describe the organization's management and oversight of facility operations, detailing the protocols processes for the following functions:

1. Facilities Administration and Supervision
2. Quality Control
3. Operations Monitoring
4. Warranty Administration
5. Daily Operating Log

b) Safety and Security Program

Describe the organization's approach toward ensuring the safety and security of Residents, staff, and the community, specifically addressing the elements:

1. Safety Practices
2. Electronic and Mechanical Security Access
3. Surveillance and Alarm Systems Operations, Maintenance and Repair
4. Key and Lock Administration
5. Resident Transportation

c) Preventive Maintenance Program

All components of this program and the computerized work order system must be available for use by the Department for at least 365 days beyond the expiration or termination of this Contract and any extensions or renewals and will become the property of the Department; therefore, arrangement for any software licenses for preventive maintenance and work order software must permit their continued use at the facility.

Describe the organization's approach to scheduling and performing preventive maintenance, including:

1. A computerized work order system for tracking activities
2. Equipment and property on which preventive maintenance will be performed
3. Preventive maintenance tasks
4. Frequency of preventive maintenance tasks to be performed
5. Availability of reporting of preventive maintenance activities

d) Inventory Program

The Inventory Program must detail how the Provider will document, manage, and dispose of equipment and property associated with the Facility, including all buildings and rooms at the Facility. At a minimum, property shall be categorized according to the following: tools; equipment; automobiles; weapons and ammunition; furnishings; and tangible property. The inventory log shall track equipment and property

according to a mutually agreed upon system and log format. An updated log shall be sent to Contract Manager annually by July 31 of each calendar year, detailing items removed and added to the list since the previously submitted inventory. A final inventory log shall be provided to the Department no less than 30 days prior to contract termination. The log shall contain the following:

1. Item number
2. Item description
3. Item location
4. Year of purchase
5. Item condition
6. Disposition date of item (if applicable)
7. Disposition of item (if applicable)

e) Operation Maintenance and Housekeeping Program

Describe the organization's approach to providing operations and maintenance housekeeping in compliance with all applicable sections of CFP 70-3, specifically addressing the following:

1. Pest Control
2. Landscape Insect and Disease Control
3. Fire and Life Safety Systems
4. Storm Water and Irrigation Systems
5. Water Treatment System
6. Domestic Water Equipment and Systems
7. Water and Air Distribution Equipment and Systems
8. HVAC, Refrigeration, Electrical, and Utility Equipment and Systems
9. Kitchen/Dining and Laundry Equipment
10. Television and Related Equipment
11. Personal Care Equipment
12. Recreational Facilities and Related Equipment
13. Program Furniture, Fixtures and Equipment
14. Medical Equipment
15. Refrigerant Management
16. Civil, Architectural and Structural Inspection Reports
17. Emergency Generator Maintenance and Repair
18. Roofing Maintenance and Repair/Replacement
19. Interior and Exterior Lighting
20. Elevator, if applicable
21. Cleaning and Janitorial Services
22. Motor Vehicles Maintenance, Repair, and Replacement
23. Safety Protocols
24. Utility Management, in alignment with NFPA Standard No. 70B: and RS Means Recommended Practice for Electrical Equipment Maintenance

25. Maintenance of a technical library housing all applicable records such as “as-built” drawings, equipment manuals, elevator control schematic diagrams, manufacturers' spare part lists, and warranty certificates

26. Service Call Log and Work Orders

f) Resource Recovery and Waste Management Program

The Resource Recovery and Waste Management Program must be in compliance with all applicable sections of CFP 70-4, Resource Recovery and Waste Management, and specifically address the following:

1. Recycling
2. Solid Waste Management Repair and Replacement
3. Sanitary Sewage Equipment and Systems (interior/ exterior)
4. Hazardous Waste Management
5. Biohazardous Waste Management

g) Emergency Operating Plan

Describe the organization’s approach to providing for management of the facility during emergency situations such as fires, accidents, strikes, civil disturbances, natural disasters, and military contingency operations, including at a minimum:

1. Identification of alternative care sites, if necessitated by conditions;
2. A comprehensive emergency evacuation plan, to be developed in conjunction with the Department and approved by AHCA, the State Fire Marshal, and the local disaster management or emergency services agency and must address issues of staffing, transportation, shelter arrangements, emergency equipment, supplies, etc.; and
3. A comprehensive list of actions, items necessary to protect Residents, staff, and property during and after each type of emergency situation.

APPENDIX X: BUDGET SUMMARY AND NARRATIVE

The project budget summary should display all costs that will be paid by the Department for the delivery of services resulting from this ITN. 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.
- Utilities** must show the estimated cost of all utilities, including gas, water, sewer, propane, diesel, etc. per month
- 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.
- Membership fees and subscriptions** necessary for the delivery of services must show the estimated costs and number of units projected.
- 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.
- 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)	
Budget Line Item		Line Item Totals	Category Total
Personnel Category			
A.	Personnel	\$ -	
B.	Fringe Benefits	\$ -	
C.	Other Personnel Services (OPS)	\$ -	
D.	Background Checks	\$ -	
Total Personnel Category:			\$ -
Travel Category			
E.	Staff Travel & Training	\$ -	
F.	Client Transportation	\$ -	
Total Travel Category:			\$ -
Expense Category			
G.	Office Expenses		
1.	Utilities	\$ -	
2.	Telephone	\$ -	
3.	Postage/Shipping	\$ -	
4.	Copies/Printing	\$ -	
5.	Office Supplies	\$ -	
6.	Janitorial Supplies	\$ -	
7.	Building Maintenance/Repair	\$ -	
8.	Equipment Repair	\$ -	
9.	Security Services	\$ -	
10.	Office Equipment/Furniture	\$ -	
Total Office Expenses:		\$ -	
H.	Rental or Use of Space	\$ -	
I.	Rental Equipment	\$ -	
J.	Insurance	\$ -	
K.	Membership Fees & Subscriptions	\$ -	
L.	Subcontracted Services	\$ -	
M.	Subcontracted Client Services	\$ -	
N.	Financial Audit	\$ -	
O.		\$ -	
P.		\$ -	
Total Expense Category:			\$ -
Direct Costs Category			
Q.	Operating Capital Outlay (OCO->\$1,000.00)		\$ -
R.	Indirect Costs _____% of Total Direct Costs		\$ -
Subtotal Direct Costs:			\$ -
Total Project Budget			\$ -

Sample Format; Columns and rows can be added as needed.

**APPENDIX XI: PRICING SCHEDULE
SFSH Proposed Pricing Schedule**

Vendor Name: _____

Initial Contract Term

	Jul 1, 2018 - Jun 30, 2019	Jul 1, 2019 - Jun 30, 2020	Jul 1, 2020 - Jun 30, 2021	Jul 1, 2021 - Jun 30, 2022	Jul 1, 2022 - Jun 30, 2023
Number of Units/Available Beds	341	341	341	341	341
Number of Days	365	366	365	365	365
Available Bed Day Rate/ Unit Cost					
Annual TOTAL					
Contract TOTAL					

Potential Renewal Period

	Jul 1, 2023 - Jun 30, 2024	Jul 1, 2024 - Jun 30, 2025	Jul 1, 2025 - Jun 30, 2026	Jul 1, 2026 - Jun 30, 2027	Jul 1, 2027 - Jun 30, 2028
Number of Units/Available Beds	341	341	341	341	341
Number of Days	366	365	365	365	366
Available Bed Day Rate/ Unit Cost					
Annual TOTAL					
Contract TOTAL					

*Signature of Authorized Representative

Date

*Name of Authorized Representative

*Title of Authorized Representative

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

APPENDIX XII: SFSH PROPOSED STAFFING PLAN

The Vendor shall use this template as a guideline for their submission of a proposed staffing plan. Job categories may be determined by the Vendor. Rows and columns may be added or deleted as needed, but the "Position Name" and "FTE" column must be included on the Vendor's proposed staffing plan. "Miscellaneous" and "Other" are not acceptable position title or job categories.

Vendor Name: _____

[Job Category]						
[Position Title]	Non-Shift	Shift 1	Shift 2	Shift 3	Relief	Total FTE
Sub Total						

[Job Category]						
[Position Title]	Non-Shift	Shift 1	Shift 2	Shift 3	Relief	Total FTE
Sub Total						

[Job Category]						
[Position Title]	Non-Shift	Shift 1	Shift 2	Shift 3	Relief	Total FTE
Sub Total						

Summary						
[Job Category]	Non-Shift	Shift 1	Shift 2	Shift 3	Relief	Total FTE
Total						

FTE = Full Time Equivalent

*Signature of Authorized Representative

Date

*Name of Authorized Representative

*Title of Authorized Representative

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

APPENDIX XIII: SFSH DRAFT CONTRACT

Contract No. _____

Client Services Non-Client

CFDA No. _____

Subrecipient Vendor

CSFA No. _____

Federal Funds State Funds

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

*If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

1. **ENGAGEMENT, TERM AND CONTRACT DOCUMENT.**

1.1 **Purpose and Contract Amount.**

The Department is engaging the Provider for the purpose of _____, as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed \$_____.

1.2 **Official Payee and Party Representatives.**

1.2.1 The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: _____
Address: _____
City: _____ State: __ Zip Code: _____
Phone: _____ Ext: _____ E-mail: _____

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

Name: _____
Address: _____
City: _____ State: __ Zip Code: _____
Phone: _____ Ext: _____ E-mail: _____

1.2.3 The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: _____
Address: _____
City: _____ State: __ Zip Code: _____
Phone: _____ Ext: _____ E-mail: _____

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

Name: _____
Address: _____
City: _____ State: __ Zip Code: _____
Phone: _____ Ext: _____ E-mail: _____

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

1.3 Effective and Ending Dates.

This Contract shall be effective on _____ or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on _____ or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on _____, subject to the survival of terms provisions of Section 7.4 hereof.

- This Contract may not be renewed.
- This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, costs for the renewal may not be charged to this Contract.
- This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, the renewal price(s) set forth in the bid, proposal, or reply are shown in Exhibit F __, subject to negotiation at renewal per section 287.057(13), Florida Statutes (F.S.).

1.4 Contract Document.

This Contract is composed of Sections 1 through 9 hereof, as well as Exhibits A through F and Attachments 1 through __ and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

1.4.1 The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9 hereof, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- a. Exhibits A through F;
- b. Any documents incorporated into any exhibit by reference;
- c. This Standard Integrated Contract;
- d. Any documents incorporated into this Contract by reference.
- e. Attachments 1 through __.

2. STATEMENT OF WORK.

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. The Department's determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it

prescribes a fixed price (previously called “fixed fee”) payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work.

The Scope of Work is described in Exhibit B.

2.2 Task List.

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3 Deliverables.

Deliverables shall be as described in Exhibit D.

2.4 Performance Measures.

2.4.1 Performance Measures for Acceptance of Deliverables. The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-__.

2.4.2 Minimum Performance Measures. To avoid contract termination, Provider's performance must meet the minimum performance standards set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS.

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1 hereof, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1 Prompt Payment and Vendor Ombudsman.

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than 1 dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2 Method of Payment.

The Provider shall be paid in accordance with Exhibit F, Method of Payment and Invoices.

3.3 Invoices.

3.3.1 Generally. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

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

3.4 Financial Consequences.

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1 hereof. The parties agree that the penalties provided for under Section 6.1 hereof constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2.3 hereof and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5 hereof, to the extent of such error.

3.5 Overpayments and Offsets.

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

3.6 MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE.

4.1 Compliance with Statutes, Rules and Regulations.

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 State Policies.

The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.3 Independent Contractor, Subcontracting and Assignments.

4.3.1 In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees

shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

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

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

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

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

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

The Provider may subcontract under this Contract.

This Provider is prohibited from subcontracting under this Contract.

4.3.7 To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4 Provider Indemnity.

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

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

4.4.2 Further, the Provider shall indemnify the Department for all costs and attorneys fees arising from or relating to Provider’s claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider’s redaction of the record, as provided for under Section 5.3. hereof, including litigation initiated by the Department.

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

4.5 Insurance.

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.6 Notice of Legal Actions.

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

4.7 Intellectual Property.

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

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

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

4.8 Transition Activities.

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

4.9 Real Property.

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

4.10 Publicity.

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

4.11 Sponsorship.

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

4.12 Employee Gifts.

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

4.13 Mandatory Reporting Requirements.

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in Children and Families Operating Procedure (CFOP) 180-4, which can be obtained from the Contract Manager.

4.14 Employment Screening.

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

- a. Employment history checks;
- b. Fingerprinting for all criminal record checks;
- c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.
- f. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

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

4.14.3 The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract Provider Agency, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual

has previously worked for the Department or a Contract Provider, or if that individual is being promoted, transferred or demoted within the Department or Agency.”

4.15 Human Subject Research

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

4.16 Coordination of Contracted Services.

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

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

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

5. RECORDS, AUDITS AND DATA SECURITY.

3.1 Records, Retention, Audits, Inspections and Investigations.

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum

period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3 Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2 hereof.

5.1.4 These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR section 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.6 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment .

5.1.7 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

3.2 Inspections and Corrective Action.

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 6.2.4 hereof.

3.3 Provider's Confidential and Exempt Information.

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

3.3.2 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 5.3.2.a. hereof.

3.3.3 The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public

disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

3.3.4 The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.a hereof. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a. hereof, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

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

3.4 Health Insurance Portability and Accountability Act.

The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 United States Code (U.S.C.) §1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

In compliance with 45 CFR section 164.504(e), the Provider shall comply with the provisions of Attachment ___ to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

3.5 Data Security.

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

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

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

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

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

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

3.5.6 The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in section

501.171, F.S. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Departmental data.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 5.5 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

3.6 Public Records.

3.6.1 As required by section 287.058(1)(c), F.S., the Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

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

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

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

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

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

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION.

6.1 Financial Penalties for Failure to Take Corrective Action.

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

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

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

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

6.2 Termination.

6.2.1 In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2 This Contract may be terminated by the Provider upon no less than thirty (30) calendar days notice in writing to the Department unless a sooner time is mutually agreed upon in writing.

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

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

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

6.2.6 In the event of termination under Sections 6.2.1 or 6.2.3 hereof, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

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

6.3 Dispute Resolution.

6.3.1 Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

6.3.2 After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution

and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3 After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, 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.

6.3.4 Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5 This section shall not limit the parties' rights of termination under Section 6.2 hereof.

All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 hereof by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery. All notices provide by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 hereof by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS.

7.1 Governing Law and Venue.

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2 No Other Terms.

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

7.3 Severability of Terms.

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

7.4 Survival of Terms.

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

7.5 Modifications.

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

7.6 Anticompetitive Agreements.

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

7.7 Communications.

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

7.8 Accreditation.

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

7.9 Transitioning Young Adults.

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

7.10 DEO and Workforce Florida.

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

7.11 Purchases by Other Agencies.

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12 Unauthorized Aliens.

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

7.13 Civil Rights Requirements.

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

or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.14 Use of Funds for Lobbying Prohibited.

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

7.15 Public Entity Crime and Discriminatory Contractors.

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

7.16 Whistleblower's Act Requirements.

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

7.17 PRIDE.

Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

7.18 Recycled Products.

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

8. FEDERAL FUNDS APPLICABILITY.

The terms in this section apply if the box for Federal Funds is checked at the beginning of this contract.

8.1 Federal Law.

8.1.1 The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

8.1.2 If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

8.1.3 If this Contract contains over \$100,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

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

8.1.5 If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.2 Federal Funding Accountability and Transparency Act (FFATA).

FFATA is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

8.2.1 FFATA 2006. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than \$25 million in total federal funding.

8.2.2 Digital Accountability and Transparency Act (DATA) 2014. An expansion of the FFATA 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

8.3 Federal Whistleblower Requirements.

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH act can be found at this website: <http://www.whistleblowers.gov/index.html>.

9. CLIENT SERVICES APPLICABILITY.

The terms in this section apply if the box for Client Services is checked at the beginning of this contract.

9.1 Client Risk Prevention.

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

9.2 Emergency Preparedness Plan.

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in

substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

9.3 Emergency Support to the Deaf or Hard-of-Hearing.

9.3.1 The Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. §12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2 If the Provider or any of its subcontractors employs 15 or more employees, the Provider 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 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Grant or Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

9.3.3 The Provider shall, within thirty (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 Provider's Single-Point-of-Contact.

9.3.4 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 providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

9.3.5 The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the 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 The Provider and its subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

9.3.6 The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

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

9.3.8 The Department requires each contract/subcontract provider agency's direct service employees to complete [Serving our Customers who are Deaf or Hard-of-Hearing](#) and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

9.4 Confidential Client and Other Information.

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

9.4.1 Client and Other Confidential Information. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S.

9.4.2 Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 2 CFR §200.303 and 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-306, 45.

9.4.3 A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4 hereof.

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

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

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

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

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

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EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of **Sections 1 through 9** of the Integrated Standard Contract, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT.

In addition to the provisions of **Section 1.4.**, the following documents, or the latest version thereof, are hereby incorporated herein and made part of this Contract.

A-1.1. Additional Contract Exhibits

- A-1.1.1. Exhibit A1** – Program and Service Specific Terms
- A-1.1.2. Exhibit A2** – SAMH Programmatic State and Federal Laws, Rules, and Regulations
- A-1.1.3. Exhibit C1** – Required Reports
- A-1.1.4. Exhibit C2** – Staffing Plan
- A-1.1.5. Exhibit C3** – Equipment and Property Inventory
- A-1.1.6. Exhibit F1** – SFSH Pricing Schedule
- A-1.1.7. Exhibit F2** – Invoice Template

A-1.2. Documents Incorporated by Reference

- A-1.2.1.** SFSH Program Description
- A-1.2.2.** SFSH Facility Management Description
- A-1.2.3.** Department's Accounting Procedures Manuals 7 APM 6 and 7 APM 2

A-2. STATEMENT OF WORK.

There are no additional provisions to this section of the Contract.

A-3. PAYMENT, INVOICE AND RELATED TERMS.

There are no additional provisions to this section of the Contract.

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE.

A-4.1. In addition to the provisions of **Section 4.3**, the following terms shall apply:

A-4.1.1. The Provider may not subcontract for the Management Team detailed in **Section C-2.1.1**. The persons filling these positions shall be fulltime employees of the Provider.

A-4.1.2. The Provider shall obtain approval from the Contract Manager, in writing, prior to the effective date of subcontracts exceeding \$150,000 annually providing any type of direct service to Residents or having direct contact with Residents.

A-4.2. In addition to the provisions of **Section 4.8**, the following terms shall apply:

The Provider shall submit a Transition Plan for Department approval no later than nine months prior to the end of the contract term or as directed upon notification of the Department's intent to terminate pursuant to **Section 6**.

A-5. RECORDS, AUDITS AND DATA SECURITY.

In addition to the provisions of **Section 5.1**, the following terms shall apply:

A-5.1. In the event a lawsuit or audit has been initiated but not yet concluded at the end of the retention period, the Provider shall retain all records until the litigation concludes or the release of the audit findings, whichever is applicable.

A-5.2. The Provider shall maintain all records management activities, including storage of records, requesting permission to destroy records, and completing the authorized destruction, as required by law. At the end of the Contract period all existing records related to facility operations and maintenance and all client-related records shall become property of the Department.

A-5.3. The Provider must maintain permanent reports and records of all building and grounds operations, including daily staffing, daily operating log, security incidents, equipment operating logs, preventive maintenance and repairs on each piece of equipment, facility repairs and improvements, service requests, utility usage, problem action reports, and quality improvement reports. These reports and records must be available for review and inspection at any time by the Department and by any other authorized representative from the Department or from a regulatory, licensing, or accreditation agency.

A-5.4. Staff records shall be maintained in accordance with The Joint Commission (TJC) standards and, at a minimum, shall include: the results of background screening; resumes and completed job application forms; documentation of education; documentation of current licensure, registration, or certification; reference checks; results of required medical examinations, tests, and immunizations; time and attendance records; awards; disciplinary reports; training completed; and performance evaluations.

A-5.5. The Provider shall maintain Resident records in accordance the Centers for Medicare and Medicaid (CMS) guidelines for cost report and auditing.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION.

There are no additional provisions to this section of the Contract.

A-7. OTHER TERMS.

In addition to the provisions of **Section 7.**, the following provisions shall apply:

A-7.1. Property

A-7.1.1. The word "property" as used in this section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is 1 year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more. Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.

A-7.1.2. When state property will be assigned to a Provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the Provider where it shall remain until this contract is terminated or until other disposition instructions are furnished by the Contract Manager. When property is transferred to the Provider, the Department shall pay for the

title transfer. The Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the Provider. Business arrangements made between the Provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under their control, the Department shall hold the Provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with Children and Families Operating Procedure (CFOP) 80-2.

A-7.1.3. If any property is purchased by the Provider with funds provided by this contract, the Provider shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the Department for the period in which it was purchased. At least annually the Provider shall submit a complete inventory of all such property to the Department whether new purchases have been made or not.

A-7.1.4. The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

A-7.1.5. The Contract Manager must provide disposition instructions to the Provider prior to the end of the contract period. The Provider cannot dispose of any property that reverts to the Department without the Contract Manager's approval. The Provider shall furnish a closeout inventory no later than 30 days before the completion or termination of this contract. The closeout inventory shall include all nonexpendable property including all computers purchased by the Provider. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.

A-7.1.6. The Provider hereby agrees that all inventories required by this contract shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Provider and the Department and shall be used in place of the original acquisition cost.

A-7.1.7. Title (ownership) to and possession of all property purchased by the Provider pursuant to this contract shall be vested in the Department upon completion or termination of this contract. During the term of this contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to the Department the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this contract. When property transfers from the Provider to the Department, the Provider shall be responsible for paying for the title transfer.

A-7.1.8. If the Provider replaces or disposes of property purchased by the Provider pursuant to this contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

A-7.1.9. The Provider hereby agrees to indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this contract.

A-8. FEDERAL FUNDS APPLICABILITY

There are no additional provisions to **Section 8** of the Contract.

A-9. CLIENT SERVICES APPLICABILITY

There are no additional provisions to **Section 9** of the Contract.

EXHIBIT A1 – PROGRAM AND SERVICE SPECIFIC TERMS

A1-1 Active Treatment Program

Psychiatric treatment and rehabilitation interventions that ameliorate problems or symptoms and promote the acquisition of the skills, supports, and resources needed for community living specifically designed to improve a Resident's condition. For an activity to be considered a part of active treatment there must be a specific relationship between the activity and a goal or objective of an individualized treatment plan.

A1-2 Available Bed

A 24-hour service unit during which all appropriate and necessary care and services are available to meet the needs of the typical client, regardless of whether the bed is currently occupied.

A1-3 Case Management

A process to manage and coordinate health care resource use in the provision of care and services to the Residents served. In particular, case management includes those activities aimed at assessing Resident needs, planning services, linking the service system to a Resident, coordinating the various system components, monitoring service delivery, and evaluating the effect of service delivery.

A1-4 Civil Facility

As defined by s. 916.106(4)(a), F.S.

A1-5 Community Case Manager

An individual who works with Residents and their families, community service providers, and the recovery team to ensure continuity of care. The community case manager assesses resident needs, plans services, links the resident to services and supports, assists in securing community placement, monitors service delivery and evaluates the effectiveness of service delivery. The Community Case Manager is typically a subcontractor of a Managing Entity designated to provide services to individuals committed pursuant to Chapters 394 or 916, F.S. Residents committed pursuant to Chapter 916, F.S. shall be served by a forensic case manager or forensic specialist subcontracted through a Managing Entity.

A1-6 Competency Restoration Services

Treatment and education services designed to restore the Resident to competency, i.e., to understand and comprehend the charges, the legal process, the consequences, and the Resident's legal rights.

A1-7 Contract Manager

The Department employee that serves as the liaison between the Department and Provider. The Contract Manager maintains the contract file and is responsible for enforcing performance of the contract terms and conditions.

A1-8 Discharge Plan

A document developed by the Resident, recovery team, guardian (if applicable) and the Resident's Community Case Manager which finalizes the discharge planning process and serves to guide the continuing services the Resident needs and wants when discharged to the community.

A1-9 Facility

All land, buildings, supporting infrastructure and space, whether natural or constructed, dedicated to accomplish the purpose of service provisions for the SFSH.

A1-10 Major Repair or Replacement

A repair or replacement of equipment or property due to normal wear, usage, or age of equipment or property totaling \$100,000 per occurrence. This does not include routine maintenance activities or repair or replacement of equipment or property due to negligence on behalf of the Provider.

A1-11 Minimum Data Sets for State Treatment Facilities

A document promulgated by the Department that contains required data reporting elements for state mental health treatment facilities and may be located at:

<http://www.dcf.state.fl.us/programs/samh/publications/MinimumDataSetStateMHTFacilities.pdf>

A1-12 Recovery

A deeply personal, unique process of changing one's attitudes, values, feelings, goals, skills and/or roles. It is a way of living a satisfying, hopeful and contributing life within the limitations caused by illness. Recovery involves the development of new meaning and purpose in one's life as one grows beyond the profound effects of mental illness.

A1-13 Resident

Person who receives mental health treatment services at South Florida State Hospital (SFSH). The term is synonymous with "client", "consumer", "individual", "patient", or "person served".

A1-14 Substance Abuse and Mental Health Data System (SAMH Data System)

The Department's web-based data system for reporting substance abuse and mental health services, including the Substance Abuse and Mental Health Information System (SAMHIS) or any replacement system identified by the Department for the reporting of data in accordance with this contract. The Department's PAM 155-2 provides the definitions of the data elements and policies and procedures for submitting required data into the SAMH Data System and may be located at: <http://www.myffamilies.com/service-programs/substance-abuse/SAMHIS>

A1-15 South Florida State Hospital (SFSH), also referred to herein as "Facility"

A hospital (facility) owned by the State of Florida for the treatment of mental illness.

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EXHIBIT A2 – SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS

The Provider shall be knowledgeable of and fully comply with all applicable state and federal laws, rules and regulations, and Department operating procedures as amended from time to time, that affect the subject areas of the Contract. Authorities include but are not limited to the following:

A2-1. Federal Authority

A2-1.1. Medicaid

Section 1903 of the Social Security Act [42 U.S.C. 1396b]

Section 1903(w) of the Social Security Act

42 CFR Part 433, Subpart B

42 CFR 433.55

42 CFR Part 402

A2-1.2. Confidentiality Of Substance Use Disorder Patient Records

42 C.F.R. Part 2

A2-1.3. Security and Privacy

45 C.F.R. Part 164

A2-1.4. Supplemental Security Income for the Aged, Blind and Disabled

20 C.F.R. Part 416

A2-1.5. Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)

42 U.S.C. ss. 12101 - 12213

A2-1.6. Prevention of Trafficking (Trafficking Victims Protection Act of 2000)

22 U.S.C. s. 7104

2 C.F.R. Part 175

A2-2. Florida Statutes

A2-2.1. Department of Health

Ch. 465.018, F.S. Community Pharmacies; Permits

Ch. 465.0181, F.S. Community Pharmacy Permit Required to Dispense Schedule II or Schedule III Controlled Substances

Ch. 465.019, F.S. Institutional Pharmacies; Permits

A2-2.2. Substance Abuse and Mental Health Services

Ch. 381, F.S. Public Health: General Provisions

Ch. 386, F.S. Particular Conditions Affecting Public Health

Ch. 392, F.S. Tuberculosis Control

Ch. 394, F.S. Mental Health

Ch. 395, F.S. Hospital Licensing and Regulation

Ch. 397, F.S. Substance Abuse Services

Ch. 400, F.S. Nursing Home and Related Health Care Facilities

Ch. 458, F.S.	Medical Practice
Ch. 459, F.S.	Osteopathic
Ch. 464, F.S.	Nursing
Ch. 465, F.S.	Pharmacy
Ch. 490, F.S.	Psychological Services
Ch. 491, F.S.	Clinical, Counseling, and Psychotherapy Services
Ch. 499, F.S.	Florida Drug and Cosmetic Act
Ch. 553, F.S.	Building Construction Standards
Ch. 893, F.S.	Drug Abuse Prevention and Control
s. 409.906(8), F.S.	Optional Medicaid Services – Community Mental Health Services

A2-2.3. Adult Protective Services

Ch. 415, F.S.	Adult Protective Services
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A2-2.4. Forensics

Ch. 916, F.S.	Mentally Deficient and Mentally Ill Defendants
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A2-2.5. State Administrative Procedures and Services

Ch. 119, F.S.	Public Records
Ch. 120, F.S.	Administrative Procedures Act
Ch. 287, F.S.	Procurement of Personal Property and Services
Ch. 435, F.S.	Employment Screening
Ch. 815, F.S.	Computer-Related Crimes
Ch. 817, F.S.	Fraudulent Practices
s. 112.061, F.S.	Per diem and travel expenses of public officers, employees, and authorized persons
s. 215.422, F.S.	Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance

A2-3. Florida Administrative Code

A2-3.1. Agency for Health Care Administration

Ch. 59A-3, F.A.C.	Hospital Licensure
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A2-3.2. Substance Abuse and Mental Health Services

Ch. 65D-3, F.A.C.	Control of Communicable Diseases and Conditions which may Significantly Affect Public Health
Ch. 65D-30, F.A.C.	Substance Abuse Services Office
Ch. 65E-4, F.A.C.	Community Mental Health Regulation
Ch. 65E-5, F.A.C.	Mental Health Act Regulation
Ch. 65E-20, F.A.C.	Forensic Client Services Act Regulation
Ch. 65E-26, F.A.C.	Substance Abuse and Mental Health Priority Populations and Services

A2-3.3. Financial Penalties

Ch. 65-29, F.A.C. Penalties on Service Providers

A2-4. MISCELLANEOUS

A2-4.1. Department of Children and Families Operating Procedures

CFOP 55-7	Fee Assessment and Collection
CFOP 55-10	Web-Based Fee Maintenance Accounts Receivable System
CFOP 60-5	Chapter 6, Whistleblower's Act
CFOP 60-5	Chapter 12, Drug-Free Workplace
CFOP 60-10	Chapter 1, ADA Accommodation Procedures for Applicants/Employees/General Public
CFOP 60-10	Chapter 3, Plans for Auxiliary Aids and Services for Persons with Disabilities and Limited-English Proficiency
CFOP 60-10	Chapter 4, Auxiliary Aids And Services for Persons Who Are Deaf or Hard-of-Hearing
CFOP 70-5	Recycling Program
CFOP 70-12	Contraband Control
CFOP 70-15	Housekeeping
CFOP 80-2	Property Management
CFOP 80-3	Disposal of Client Unclaimed Tangible Personal Property
CFOP 155-1	Guidelines for Psychiatric, Medical, and Nursing Responsibilities with the Use of Psychotherapeutic Medications in State Mental Health Treatment Facilities
CFOP 155-2	Operating Capacities at State Mental Health Treatment Facilities
CFOP 155-3	State Mental Health Treatment Facilities Mortality Reporting and Review Procedure
CFOP 155-4	HIV/AIDS Screening and Treatment in State Mental Health Treatment Facilities
CFOP 155-5	Supervision of Unlicensed Assistive Personnel Performing Nursing Delegated Assignments in Mental Health Treatment Facilities
CFOP 155-6	Socio-Sexual Behaviors at State Mental Health Treatment Facilities
CFOP 155-8	Contraband Control in the Mental Health Treatment Facilities
CFOP 155-12	Forensic Transfers to Civil Mental Health Treatment Facilities
CFOP 155-13	Incompetent to Proceed and Non-Restorable Status
CFOP 155-16	Recovery Planning and Implementation in Mental Health Treatment Facilities
CFOP 155-17	Guidelines for Discharge of Residents from a State Civil Mental Health Facility to the Community

CFOP 155-18	Guidelines for Conditional Release Planning for Individuals Found Not Guilty by Reason of Insanity or Incompetent to Proceed Due to a Mental Illness
CFOP 155-19	Evaluation and Reporting of Competency To Proceed Training
CFOP 155-20	Use of Seclusion in Mental Health Treatment Facilities
CFOP 155-21	Use of Restraint in Mental Health Treatment Facilities
CFOP 155-22	Leave of Absence and Discharge of Residents Committed to a State Mental Health Treatment Facility Pursuant to Chapter 916, F.S.
CFOP 155-23	Resident Transfers Between State Forensic Mental Health Treatment Facilities
CFOP 155-24	Guidelines for Infection Prevention and Control Program in State Mental Health Treatment Facilities
CFOP 155-25	Incident Reporting and Processing in State Mental Health Treatment Facilities
CFOP 155-26	Safe and Supportive Observation of Residents
CFOP 155-27	Guidelines for Pre-Release Referral of Residents in State Mental Health Treatment Facilities for Social Security and Insurances and for ICP Medicaid
CFOP 155-28	Sexual Misconduct in State Mental Health Treatment Facilities
CFOP 155-29	Management of Minimum Coverage in State Mental Health Treatment Facilities
CFOP 155-34	Contact Between Special Interest Industries and State Mental Health Treatment Facility Employees
CFOP 155-35	Violence Risk Assessment Procedure in State Mental Health Treatment Facilities
CFOP 155-38	Procedures for Post Commitment Diversion of Individuals Adjudicated Incompetent to Proceed or Not Guilty by Reason of Insanity
CFOP 155-39	Guidelines for Progress Note Documentation in the Medical Record at State Mental Health Treatment Facilities
CFOP 155-40	Use of Electroconvulsive Treatment for Residents of State Mental Health Treatment Facilities
CFOP 155-41	Environmental Risk Management in State Mental Health Treatment Facilities
CFOP 155-45	Guidelines for Conducting Sexually Violent Predator Assessment of Individuals Found Not Guilty By Reason of Insanity and Committed for Involuntary Hospitalization
CFOP 155-46	Management of Acute Non-Penetrating Traumatic Head/Brain Injury
CFOP 155-47	Processing Referrals From The Department Of Corrections
CFOP 155-48	Registration Guidelines for Forensic and Civil Residents Who Are Classified as Sexual Offenders or Sexual Predators

CFOP 155-49	Individuals Served/Employee Relationships
CFOP 155-50	Undocumented Persons and/or Illegal Aliens in State Mental Health Treatment Facilities
CFOP 155-51	Dress Code for State Operated Mental Health Treatment Facilities
CFOP 155-52	Use of "Do Not Resuscitate" (DNR) Orders in State Mental Health Treatment Facilities
CFOP 155-53	Suicide and Self-Injury Prevention
CFOP 155-54	Administrative Reviews of Individuals in High Profile Situations
CFOP 155-56	Guidelines for Admission of Forensic Individuals to a State Mental Health Treatment Facility
CFOP 155-57	Care of Pregnant Females in State Mental Health Treatment Facilities
CFOP 155-58	Guidelines for Assisting State Mental Health Facility Residents Who May Benefit from Appointment of Public Guardianship
CFOP 155-59	Surveillance Technology in the State Mental Health Treatment Facilities
CFOP 180-4	Mandatory Reporting Requirements to the Office of Inspector General

A2-4.2. Department of Children and Families Pamphlets

CFP 70-3	Operation and Maintenance Housekeeping Guidelines
CFP 70-4	Resource Recovery and Waste Management
CFP 215-1	Safe Practice Guidelines for Operating and Maintaining Department Facilities and Grounds
CFP 215-2	Safe Practice Guidelines for Operating and Maintaining Machinery and Equipment

A2-4.3. Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements

s. 215.971, F.S.	Agreements funded with federal or state assistance
CFO's Memorandum No. 03 (2014 - 2015)	Compliance Requirements for Agreements
2 C.F.R., Part 200	Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at https://federalregister.gov/a/2013-30465
2 C.F.R., Part 300	Department of Health and Human Services - Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 C.F.R. Part 200
45 C.F.R., Part 75	Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

A2-4.4. Data Collection and Reporting Requirements

s. 394.74(3)(e), F.S.	Data Submission
s. 394.9082, F.S.	Behavioral health managing entities

s. 394.77, F.S.	Uniform management information, accounting, and reporting systems for providers
s. 397.321(3)(c), F.S.	Data collection and dissemination system
DCF PAM 155-2	Mental Health and Substance Abuse Measurement and Data

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EXHIBIT B – SCOPE OF WORK

B-1. Scope of Service

B-1.1. This is a multi-year Contract, pursuant to the authority under sections 39.001(2), 39.001(4), 394.457(3), and 397.305(2) F.S.

B-1.2. The Provider shall deliver high quality inpatient mental health care to adults with psychiatric disabilities in a licensed and accredited facility.

B-1.3. The Provider shall ensure Residents receive medical and dental services in accordance with TJC and Agency for Health Care Administration (AHCA) standards.

B-1.4. The Provider shall deliver integrated security and treatment services in an effective manner in a safe and therapeutic environment conducive to recovery.

B-1.5. The Provider shall use the most advanced and appropriate pharmaceutical medications for optimal healthcare and psychiatric recovery in accordance with each client's medical history and present condition.

B-1.6. The Provider shall treat Residents utilizing recovery principles with transition services.

B-1.7. The Provider shall integrate activities that continually focus on preparing the persons with psychiatric disabilities for discharge at the earliest responsible opportunity and making the subsequent stay in the community permanent.

B-1.8. The Provider shall prepare Residents to return to the community in close coordination with community mental health service providers to facilitate discharge and increase the potential of successful placement in the community.

B-1.9. The Provider shall properly maintain the facility through preventative maintenance and repairs.

B-2. Major Contract Goals

The operations of the Facility are designed to accomplish several major program goals, including the following:

B-2.1. Comprehensive treatment and care program for Residents with psychiatric disabilities which meets the highest industry standards.

B-2.2. Achieve and maintain accreditation by The Joint Commission (TJC), hospital standards, and hospital licensure by the Agency for Health Care Administration.

B-2.3. Provide a recovery-enhancing inpatient program focusing on hospital planning and delivery on assisting individual Residents with psychiatric disabilities to develop the stability, confidence, knowledge, skills and supports needed and wanted to successfully perform the day-to-day activities associated with the community roles they prefer.

B-2.4. Provide all service types, including treatment, rehabilitation, case management, and recreation that is equally valued for their unique contributions to a resident's recovery.

B-2.5. Create and maintain good working relationships with relevant community-based agencies, including mental health, health, social service, community and criminal justice systems.

B-2.6. Maintain adequate and qualified staffing to provide a safe, secure, and therapeutic environment.

B-3. Service Area, Location and Times

B-3.1. Service Delivery Location

B-3.1.1. The Provider shall deliver services at the facility location at 800 E. Cypress Drive, Pembroke Pines, Florida, 33025.

B-3.1.2. The Provider's administrative offices shall be located at the address(s) specified in **Section 1.2.4.**

B-3.2. Service Times

B-3.2.1. The Provider shall deliver services 24-hours per day; seven days per week.

B-3.2.2. The Provider shall deliver medical, psychiatric, programmatic, and recreation activities as detailed in the Provider's **Program Description**, which is hereby incorporated by reference and maintained in the Contract file.

B-3.2.3. The Provider shall establish primary administrative office hours to include, at a minimum, 8:00 am through 5:00 pm, Monday through Friday, excluding state holidays.

B-3.3. Changes in Location

The Provider shall notify the Department in writing a minimum of 10 calendar days prior to making changes in administrative office location(s) or any changes that will affect the Department's ability to contact the Provider by telephone, mail, facsimile, or email.

B-4. Clients to Be Served

The Provider shall serve persons committed to the Department pursuant to Chapter 394, F.S. or Chapter 916, F.S.

B-5. Client Eligibility

The Provider shall deliver services to Residents admitted to the Facility through one of the following approaches:

B-5.1. General admission to state Civil Facilities as authorized by Chapter 394, F.S., more commonly known as the Baker Act. Under the Baker Act, individuals eighteen (18) years of age or older may be admitted on either a voluntary or involuntary basis.

B-5.2. Under specific authority for forensic services pursuant to Chapter 916, F.S., and Rules 3.210-3.219, Rules of Criminal Procedure. These individuals are at least eighteen (18) years of age or adjudicated as adults, and have been found Incompetent to Proceed (ITP) or Not Guilty by Reason of Insanity (NGI).

B-5.3. Individuals detained under federal court orders recognized by the provisions of Title 18 U.S.C. and the Interstate Compact, adopted in Chapter 394, Part II, F.S.

B-6. Client Determination

The Provider shall determine eligibility for admission to the Facility in accordance with Florida Statutes, Florida Administrative Code and Department operating procedures. When the current capacity at the Facility is full, the individual will be placed on a waiting list and the receiving facility or referring other treatment facility will receive notification when space becomes available. The Provider shall collaborate with the Department regarding eligibility to determine admission decisions. The Department shall be the final authority on eligibility and retains the right to override any action of the Provider with regarding to admission to the Facility.

B-7. Equipment and Property

B-7.1. The Provider shall utilize equipment and property currently located at the Facility, as detailed in the **Exhibit C3**. The Provider will be responsible for the maintenance, operations, and repair of the items detailed in **Exhibit C3** and any items purchased to replace equipment or property currently located at the Facility. The Provider shall ensure the following:

B-7.1.1. Any items used or purchased to replace equipment and property shall meet or exceed modern energy efficiency standards at the time of purchase or replacement; and

B-7.1.2. In the event equipment and property exceed their useful life, disposal must comply with Departmental procedures detailed in CFOP 80-2.

B-7.2. The Provider shall supply, at its own expense, any additional equipment and property necessary to perform under this Contract, including but not limited to, medical equipment, computers, telephones, copier and fax machines, supplies and maintenance, and needed office supplies.

B-7.3. The Provider shall maintain an updated inventory of all equipment and property, as detailed in the Provider's **Facility Maintenance Description**, which is hereby incorporated by reference and shall be maintained in the Contract Manager's file.

B-7.4. Upon termination of this Contract, all equipment and property listed in the **Exhibit C3** (including any item purchased or paid for with state funds to operate and maintain the facility not listed in **Exhibit C3**) shall remain the property of the Department.

B-7.5. The Provider shall be responsible for all maintenance, repairs, and equipment replacement notwithstanding any future legislative requests; however, the Department shall request a special legislative appropriation, after the fact, to reimburse the Provider for necessary Major Repairs or replacement of equipment or property over \$100,000. This request does not guarantee reimbursement to the Provider.

B-8. Contract Limits

B-8.1. This Contract is contingent upon the Department owning the Facility. In order for the Provider to perform the tasks delineated herein, the Provider shall have the right to use and occupy the Facility for as long as this Contract is in full force and effect.

EXHIBIT C – TASK LIST

C-1. Service Tasks

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1.1. Treatment Services

C-1.1.1. The Provider shall deliver integrated treatment services in a therapeutic environment, sufficient to ensure the safety of Residents, staff, and the public, as detailed in the Provider's **Program Description**.

C-1.1.2. The Provider shall develop a comprehensive Active Treatment Program and all services necessary to support Resident care 24 hours a day, seven days a week.

C-1.1.3. The Provider shall develop recovery plans inclusive of evidence-based services or services with sound research supporting the effectiveness of intervention, in accordance with Department operating procedures.

C-1.1.4. The Provider shall deliver services informed by the principles of Trauma Informed Care, which is a service system that uses an understanding of the role and effect of trauma to accommodate the vulnerabilities of trauma survivors and allows services to be delivered in a way that will avoid inadvertent re-traumatization and will facilitate individual participation in treatment.

C-1.1.5. The Provider shall deliver Competency Restoration Services in accordance with professional practices, Treatment Services, Risk Assessment and Conditional Release/Discharge Planning, as appropriate, for individuals committed pursuant to Chapter 916, F.S. and in accordance with Department operating procedures.

C-1.1.6. The Provider shall conduct assessment of restorability to competence of individuals adjudicated ITP and provide timely reports to the court requesting the dismissal of charges for those Residents whose competency is deemed non-restorable, in accordance with Department operating procedures.

C-1.1.7. The Provider shall deliver Individualized Treatment, as documented in Individualized Treatment Plans, prepared with full participation of the Resident, and the Community Case Manager in accordance with Department operating procedures.

C-1.1.8. The Provider shall deliver integrated mental health and substance abuse treatment using a recovery-oriented best practice model.

C-1.1.9. The Provider shall deliver timely reports to the court following determination that a Resident no longer meets criteria for involuntary commitment.

C-1.1.10. The Provider shall operate Forest Park peer-run drop in center located at the SFSH. Forest Park shall employ persons with psychiatric disabilities to provide peer support to others, in particular to those receiving services at the hospital. At a minimum, provision must be made to furnish socialization, education, recreation and peer support functions.

C-1.1.11. The Provider shall establish an employment program for Residents at the facility. This program must allow opportunities for part-time employment at the facility or in the community, with fair compensation, to assist individuals in meeting their therapeutic goals. Involvement in the employment program must be included in the resident's recovery plan and must be managed in accordance with applicable state and federal laws.

C-1.2. Facility Management and Security

C-1.2.1. The Provider shall operate, manage, and maintain the facility, including all preventive, predictive, and repair maintenance, including major repairs as detailed in the Provider's **Facility Management Description**, which is hereby incorporated by reference and maintained in the Contract file.

C-1.2.2. The Provider shall ensure all maintenance activities meet or exceed the guidelines established in the Facilities Maintenance and Repair Cost Data Manual published by the R.S. Means Company, Inc. or the appropriate Department publication(s).

C-1.2.3. The Provider shall develop and implement the facility management services programs detailed in Provider's **Facility Management Description**.

C-1.2.4. The Provider shall maintain and protect the facility for any contingency, as detailed in the Provider's **Facility Management Description**.

C-1.2.5. If an emergency situation occurs, the Provider shall assist the Department and other State entities, as necessary. This assistance may include providing staff to work in other facilities or relief centers, housing for displaced individuals, and other resources deemed necessary by the Department.

C-1.3. Policies and Procedures

C-1.3.1. The Provider shall develop and implement policies, operating procedures and clinical protocols consistent with best practices for mental health treatment in a safe, therapeutic setting and in compliance with licensing and accreditation organizations, state and federal laws, codes, rules, regulations and standards, and the Department's operating procedures.

C-1.3.2. The Provider shall comply with the Department's current operating procedures and subsequent revisions thereto until the Provider has developed its own procedures, which may not be inconsistent with the Department's procedures. The Provider shall submit copies of their operating procedures to the Department upon request.

C-1.3.3. The Provider shall update and revise its policies, procedures, and protocols as the Department's procedures change or new advancements occur in the mental health treatment field, particularly evidence-based practices. With regard to the above, the Provider will be responsible for ensuring the development of sufficient training materials and ongoing instruction for all employees and subcontractors.

C-1.4. Accreditation

C-1.4.1. The Provider shall maintain continuous TJC accreditation throughout the term of this Contract.

C-1.4.2. The Provider shall comply with all applicable policies and standards set forth by the TJC, which will be treated as the minimal standards against which quality service will be measured. Any changes in standards by TJC will apply to the Provider; however, if a change in TJC standards conflict with Department operating procedures, the Provider shall notify the Department. It is the Department's intent that the TJC standards will be used as the basis for assessing a vendor's understanding of the Department's expectations regarding the management of the Facility; and

C-1.4.3. The Provider shall cooperate with all Department quality assurance activities and processes, in addition to maintaining its own quality assurance functions relating to the management of the facility in compliance with TJC standards.

C-1.5. Collaboration with other Entities

C-1.5.1. The Provider shall coordinate and establish good working relationships with other Providers and state entities, including mental health agencies, health care agencies, social service agencies, law enforcement agencies, Florida Department of Corrections, courts, Attorney General, state's attorneys, defense attorneys, jails, family and consumer groups, the Department, and the community within which the Facility is located.

C-1.5.2. The Provider shall ensure relationships include activities which promote understanding and cooperation among the various entities with a focus on continuity of care.

C-1.5.3. The Provider shall implement a Community Advisory Committee that meets at least quarterly to serve as a means for assuring that a system of care for persons with severe psychiatric disabilities is in place. The Provider shall serve as the Chairman of the committee. The Committee membership will be reflective of the demographic composition of the facility catchment area and shall include the Hospital Administrator, SAMH Regional Program Director, Consumer of services, family members, representatives from the circuit courts, Managing Entities, Community Case-Management organizations and other community mental health providers.

C-1.5.3.1. The Community Advisory Committee shall:

C-1.5.3.1.1 Assist in the development of facility and community policies and practices.

C-1.5.3.1.2 Assist in South Florida State Hospital's quality assessment and improvement process.

C-1.5.3.1.3 Assist in assuring that mental health services provided by community providers, regions, and the facility are unified, well managed, and provide continuity of care.

C-1.5.3.2. The Goals of the Community Advisory Committee are:

C-1.5.3.2.1 Promote the effective integration of South Florida State Hospital into a seamless system of mental health care for the citizens of Southeast Florida.

C-1.5.3.2.2 Promote the development of a community based network of services which is consumer centered, outcome driven, cost effective and provided in the least intrusive, least restrictive manner consistent with client safety and treatment needs.

C-1.5.3.2.3 Assist in assuring that continuity of care exists between the facility and the community.

C-1.5.3.2.4 Identify barriers to realization of the above referenced goals and develop strategies and activities to resolve those barriers.

C-2. Administrative Tasks

C-2.1. Staffing

C-2.1.1. Program Management Team

The Provider shall employ and maintain a management team for the duration of the Contract meeting the following minimum qualifications:

C-2.1.1.1. Hospital Administrator

Management or supervisory experience providing services to persons with psychiatric disabilities, including at least ten (10) years in a management position comparable to an executive staff level role in a psychiatric center, research institute or developmental center. Appropriate professional degree or minimum educational level attained will be a master's degree in any mental health or administrative discipline. Florida license or certification is required where applicable. At least three (3) of the ten (10) years of management or supervisory experience must have been in a mental health treatment facility.

C-2.1.1.2. Assistant Hospital Administrator

Management or supervisory experience providing services to persons with psychiatric disabilities, including at least five (5) years in a management position comparable to an executive staff level role in a psychiatric center, research institute or developmental center. Appropriate professional degree or minimum educational level attained will be a master's degree in any mental health or administrative discipline or management or supervisory experience providing services to persons with psychiatric disabilities, including at least ten (10) years in a management position comparable to an executive staff level role in a psychiatric center, research institute or developmental center with an appropriate professional degree or minimum educational level attained will be a bachelor's degree in any mental health or administrative discipline. Florida license or certification is required where applicable. At least two (2) of the five (5) years of management or supervisory experience must have been in a mental health treatment facility.

C-2.1.1.3. Nursing Director

Licensed to practice as a Registered Nurse in the State of Florida, including at least two (2) years of post-licensure clinical nursing experience working exclusively with individuals diagnosed with mental illness or multiple disabilities. In addition, the Director must have a master's degree in psychiatric or mental health nursing or its equivalent from a school of nursing accredited by the National League for Nursing, or be qualified by education and experience in the care of the mentally ill and two (2) years of managerial experience or a Master's degree in a related health care or medical services, behavioral or rehabilitative science field and three years managerial experience. The managerial work experience must come from performing those duties typically associated with an Assistant or Associate Director of Nursing, or Director of Nursing. This experience must have been gained exclusively in a mental health setting program, or a discrete psychiatric program that is part of a health care facility. Experience in a mental health treatment facility is preferred.

C-2.1.1.4. Clinical Director

A valid Florida license to practice medicine or a limited permit and a license from another state or Canada, and certification by the American Board of Psychiatry and Neurology and seven (7) years of professional experience in providing services to persons with psychiatric disabilities, two (2) years of which must have been at the administrative clinical level, assistant director or its equivalent. Five (5) of the seven (7) years' experience must have been in a mental health treatment facility.

C-2.1.2. Facility Management Team

C-2.1.2.1. Facility Manager

An engineering, construction or business-related bachelor's degree (masters preferred) and at least ten (10) years of facilities management experience, five (5) of which must be in an environment of comparable size and complexity to the Facility. Experience in a healthcare or institutional setting is desirable and experience in a Civil Facility is preferred. Demonstrated skills in life-safety systems, computerized work order management and preventive maintenance systems are required.

C-2.1.2.2. Assistant Facility Manager

An engineering, construction or business-related bachelor's degree (masters preferred) and at least five (5) years of facilities management experience, two (2) of which must be in an environment of comparable size and complexity to the Facility. Experience in a healthcare or institutional setting is desirable and experience in a Civil Facility is preferred. Demonstrated skills in life-safety systems, computerized work order management and preventive maintenance systems are required.

C-2.1.2.3. Security Chief

A bachelor's degree, a minimum of ten (10) years of experience in a mental health facility with at least five years of managerial level experience.

C-2.1.3. Staffing Plan

C-2.1.3.1. The Provider shall employ and maintain staffing in accordance with **Exhibit C2**, sufficient to accomplish the performance expectations and TJC accreditation requirements for the duration of the Contract.

C-2.1.3.2. The Provider may request approval from the Contract Manager to adjust **Exhibit C2**. Written justification must include documentation of the circumstances requiring the proposed change(s), must be at no cost to the Department, and must include sufficient detail to permit evaluation of the impact on the project. Any approved change(s) to **Exhibit C2** shall require a formalized contract amendment.

C-2.1.3.3. The Provider must perform all functions and services specified in this Contract regardless of whether these functions are performed by in-house employees, contracted professionals, or other similar contractual arrangements.

C-2.1.3.4. The Provider shall participate in quality management exercises, including providing staff members to participate in peer review activities associated with reviews of other treatment facilities. The Provider shall pay expenses and travel of their staff who participate in quality review activities and meetings. The Hospital Administrator (by whatever title) must participate as an ex officio member of the Department's Mental Health Hospital Administrators' Management Group. In addition to the Hospital Administrator meeting, appropriate Provider staff must participate in regularly scheduled and ad hoc discipline specific or topic specific meetings such as Clinical Staff meetings, Liaison groups, the Seeking Placement List Workgroup, etc.

C-2.1.4. Staffing Vacancy

C-2.1.4.1. The Provider shall maintain staffing levels that, at a minimum, conform to those positions listed in **Exhibit C2**, including sufficient relief staff to ensure that the operations of the facility are covered when a vacancy occurs. A position shall not be deemed vacant when an employee is temporarily absent due to paid vacation, paid sick

leave, management and professional conferences, in-service training, or other temporary leave condition.

C-2.1.4.2. The Provider shall fill vacancies within 30 calendar days of the first day of a vacancy.

C-2.1.4.3. The Provider may fill a vacancy through the use of overtime, contract services, or temporary employees.

C-2.1.4.4. The Provider may fill a vacant position through the promotion or transfer of an existing employee from one position to another (provided that, in the case of a transfer, the two positions are not the same).

C-2.1.4.5. The Provider may not fill a vacancy by transferring a person already employed by the Provider in the same position to the vacant position (i.e., a vacant LPN position cannot be filled by transferring another person employed as an LPN from his or her current LPN position to the vacant LPN position).

C-2.1.5. Staffing Changes

The Provider shall request written approval from the Contract Manager for any proposed change to the Management Team. Written justification must include documenting the circumstances requiring the changes and describing the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. Any requested exceptions or changes to the Management Team or the Management Team qualification requirements are at the sole discretion of the Department.

C-2.2. Professional Qualifications

C-2.2.1. The Provider shall ensure that all staff possesses adequate education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines.

C-2.2.2. The Provider shall comply with applicable rules, statutes, and licensing standards with regard to professional qualifications.

C-2.2.3. The Provider shall comply with sections 394.4572(1)(a) and 397.451, F.S., with regard to screening and fingerprinting of mental health and substance abuse personnel.

C-2.2.4. The Provider shall ensure that all staff are trained regularly in areas of forensic practice that require special expertise, including risk assessment; competency assessment; competency restoration; and legal standards. Qualified treatment facility staff designated as responsible for completing competency evaluations must complete the Florida Forensic Examiner Training course offered by the Florida Mental Health Institute within one year of employment and, until the employee has completed the training, reports must be co-signed by a qualified person who has completed the training. The Provider shall ensure that all staff having responsibilities for competency to proceed training, evaluation or reporting follow Department procedures established in CFOP 155-19, Competency to Proceed Training, Evaluation, and Reporting.

C-2.2.5. The Provider shall ensure screening of all mental health service personnel employed by the Provider to the same extent as if such personnel were employees of the Department, to the end that the employees of the Provider must meet the same standards set forth in Chapter 435, F.S., as may be amended from time to time. Prospective employees must also successfully pass a pre-employment medical examination prior to placement. The examination will include, at a minimum, PPD or chest x-ray and serology.

C-2.2.6. The Provider shall ensure that positions or work assignments requiring the maintenance of an active license, registration or certification (including driver's or chauffeur's licenses) are maintained on a current basis by the personnel in these positions.

C-2.3. Reports

The Provider shall submit to the Department the following reports as specified in **Exhibit C1** by the dates specified therein.

C-2.3.1. Daily Reports

The Provider shall submit the following daily reports via email:

C-2.3.1.1. Daily Census

Admissions, transfers and discharges occurring during the current business day prior to 3:00 pm.

C-2.3.1.2. Updated Daily Census

Admissions, transfers and discharges occurring after 3:00 pm on the previous business day by 10:00 a.m. the following business day.

C-2.3.1.3. Individuals Awaiting Return to Court

Residents who have been determined to be competent and are awaiting return to court in their respective jurisdiction.

C-2.3.2. Monthly Summary Report

The Provider shall submit a Monthly Summary Report detailing, at a minimum, the following:

C-2.3.2.1. Treatment Program Data

The number of Residents served in each component of the treatment program for the month and year-to-date, including the following data:

C-2.3.2.1.1 Number of Residents discharged, including a utilization report and aftercare plan data;

C-2.3.2.1.2 Number of critical incidents and high-risk behaviors; and

C-2.3.2.1.3 Number of grievances filed, with resolution noted.

C-2.3.2.2. Law Enforcement Contacts

The number of times per month law enforcement is on Facility grounds at the request of the Provider or a Resident.

C-2.3.2.3. Emergency Medical Services Contacts

The number of times per month Emergency Medical Services is on Facility grounds, including life flight type emergency services. This reporting does not include non-emergency medical transports.

C-2.3.2.4. Resident-Related Property Damage

The cost of any property damage resulting from aggressive or violent acts by a Resident and the number of events involved.

C-2.3.2.5. Performance Measures

Progress toward meeting targets and outcomes for all performance measures and required outcomes listed in **Exhibit E**. If a performance target is not met, a detailed explanation must be included.

C-2.3.2.6. Medication Utilization

A summary of medication utilization, including the number of residents being treated, the brand and generic name of each medication, and categorized by medication type for each of the following:

C-2.3.2.6.1 Psychotropic medication; and

C-2.3.2.6.2 STAT IM medication.

C-2.3.2.7. Inspection Reports and Corrective Action Plans from Outside Agencies

A copy of all inspection or audit reports performed by any outside agency or entity that occurred during the reported month. If the inspection or audit report required a Correct Action Plan (CAP), the Provider shall submit a copy of the approved CAP.

C-2.3.3. Monthly Data

The Provider shall electronically submit all data, specified in PAM 155-2 and the Minimum Data Sets for State Treatment Facilities, to the SAMH Data System by the 15th of each month. Each month, the Provider shall review the Department's file upload history in the SAMH Data System to determine the number of records accepted, updated, and rejected. Based on this review, the Provider shall correct the erroneous records for resubmission in the SAMH Data System within 60 days after submission.

C-2.3.4. Monthly Staffing Report

The Provider shall submit a Monthly Staffing Report listing all required positions and information on which positions are vacant, the date a position became vacant, the date a vacant position became filled, how a vacant positions was filled (e.g full-time hire, per diem, temp agency, etc.) and any applicable vacancy deduction calculations for positions vacant in accordance with **Sections C-2.1.4. and F-3.2.**

C-2.3.5. Quarterly Report

The Provider shall submit a Quarterly Report detailing, at a minimum, the following:

C-2.3.5.1. Pharmacy and Therapeutics (P & T) Committee Meeting Minutes;

C-2.3.5.2. Infection Control;

C-2.3.5.3. Power, water, sewage and gas usage (per building, per month); and

C-2.3.5.4. Facilities Maintenance Activities.

C-2.3.6. Annual Reports

C-2.3.6.1. Department of Environmental Protections Report

The Provider shall submit an annual report detailing, at a minimum, the following:

C-2.3.6.1.1 Bio-hazardous waste;

C-2.3.6.1.2 Hazardous waste; and

C-2.3.6.1.3 Related storage tank notifications and permits;

C-2.3.6.1.3.1 Tank closure;

C-2.3.6.1.3.2 Tank reclassification; and

C-2.3.6.1.3.3 Leak/spill detection.

C-2.3.6.2. Facilities Maintenance Report

The Provider shall submit an annual report detailing the total labor and materials cost for the maintenance of the Facility for the preceding year, detailed by division (electrical, mechanical, plumbing, structural, site, roofing, painting, fencing, electronics, lock & key, etc.).

C-2.3.6.3. Operating Plan Summary

The Provider shall submit an annual detailed summary of activities and outcomes from the previous approved Annual Operating Plan.

C-2.3.6.4. Operating Plan

The Provider shall submit an Annual Operating Plan for the new state fiscal year as detailed in the Provider's **Facility Management Description**.

C-2.3.6.5. Expenditure Report

The Provider shall submit an annual report documenting the expenditure of state funds provided by this Contract from January through December each calendar year. .

C-2.3.6.6. State-Owned Lands and Record Information System (FL SOLARIS) Report

The Provider shall submit all data required for the Facilities Inventory Tracking System (FITS) database each state fiscal year from the previous 12 months' operation of the Facility.

C-2.3.7. Joint Commission and Accreditation Report

The Provider shall submit a copy to the Department of any report pertaining to the Facility issued by TJC or any other accreditation agency.

C-2.3.8. Transition Plan

The Provider shall submit for Department approval a Transition Plan developed jointly with the new provider and the Department, as outlined in **Section A-4.2.** for the continuation of services at the Facility, upon termination of this Contract, no later than nine months from contract end date.

C-2.3.9. Other Reports

The Provider shall submit the following reports to the appropriate recipient, as necessary, pursuant to Department, state or federal guidelines and submit a copy to the Department:

C-2.3.9.1. Notice of Property Loss;

C-2.3.9.2. Safe Medical Device Incidents; and

C-2.3.9.3. Tuberculosis Report.

C-2.3.10. Ad Hoc and Additional Reporting Requirements

The Provider shall submit additional ad hoc reporting pertaining to the services and activities rendered should the Department determine this to be necessary. Any permanent reporting requests shall be addressed through a formalized contract amendment.

C-2.4. Inspections

The Provider shall comply with any inspection of the Facility by the State Fire Marshal, Agency for Health Care Administration, Department of Health, Department of Insurance, Department of Children and Families, or any other state governmental agency.

C-2.4.1. Department of Children and Families

The Department has the right to inspect and test all facility management services required by the sublease or this Contract; however, the Department shall perform such inspections and tests in a manner that will not unduly disrupt the operation of the Facility.

C-2.4.1.1. The Provider shall rectify any Facility management services that are determined to not conform to sublease or Contract requirements, at no cost to the Department, within 90 days from deficiency documentation.

C-2.4.1.2. For large ticket items or major repairs requiring an extended timeframe over 90 days, the Provider shall submit a written plan for corrective action within 30 days of deficiency documentation. The plan must include a projected time frame for corrective repair and must be approved by the Department.

C-2.4.1.3. If the Provider fails to perform any service or to take the necessary action to ensure future performance in conformance with sublease or Contract requirements, the Department will perform the service and deduct the cost incurred in doing so from the Provider's next payment(s) due under the provisions of this Contract.

C-2.4.1.4. The Department will conduct annual inspections of the Facility to monitor and evaluate facility operations, maintenance, and repair programs. The Department will conduct follow-up inspections as required.

C-2.4.1.5. The Provider shall complete corrective actions within the required time frames for identified deficiencies. The Provider shall not be obligated to take corrective actions necessitated by conditions that exist at the facility on the date that the Provider takes possession.

C-2.4.2. State Fire Marshal and Department of Health

The State Fire Marshal and the Department of Health conduct surveys to monitor compliance with issues that fall within the general responsibility of facility management, but their visits will likely occur at different times. For example, the State Fire Marshal conducts an annual survey, while the Department of Health conducts quarterly surveys for food services and an annual survey for all occupied buildings.

C-2.5. Indigent Drug Program

If the Provider receives funding under the Indigent Drug Program, the Provider must:

C-2.5.1. Ensure that all funds allocated for use of purchasing psychotropic medications or medications accessed through line of credit from the Indigent Drug Program (IDP) are used for individuals who meet any of the following criteria:

C-2.5.1.1. Have an annual income that is at or below 150 percent of the Federal Poverty Income Guidelines, as published annually in the Federal Register;

C-2.5.1.2. Have no liable third-party insurance or other source of psychotropic medications available, nor is the individual a participant in a program where psychotropic medications are paid for by any other funding source; or

C-2.5.1.3. If the individual has third party insurance for psychotropic medications but has temporarily been denied benefits for these medications, they may receive IDP medications until such time as eligibility has been reestablished.

C-2.5.2. Actively participate in patient assistance programs for atypical antipsychotic medications offered by Eli Lilly, AstraZeneca, Janssen or other pharmaceutical manufacturers that agree to participate in the Indigent Psychiatric Medication Reform Plan and are made known to the Provider.

C-2.5.3. Participate in training noticed by the Department for the purposes of explaining how to access participating manufacturers' patient assistance programs.

C-2.6. Transportation Disadvantaged

The Provider shall comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this Contract will be used to transport clients. The Provider shall comply with the provisions of CFOP 40-5 if public funds provided under this Contract will be used to purchase vehicles which will be used to transport clients.

C-2.7. Resident Bank Accounts and Welfare Trust Fund

The Provider shall establish Resident bank accounts for the purposes of facilitating Resident purchases such as canteen items. The Provider shall allow the Department or its designee to audit such accounts at any reasonable time. The Provider shall establish a welfare trust fund to receive and hold funds donated or otherwise generated for the general welfare of the Residents. The Provider shall follow the Department's Accounting Procedures Manuals 7 APM 6 and 7 APM 2, incorporated herein by reference. Department personnel or their designees, upon request, may review all records relating to this section. Any shortages of client funds that are attributable to the Provider shall be repaid, plus applicable interest, within one week of the determination. Notwithstanding 7 APM 6, Section 15, the Provider shall maintain all reconciliation records on-site for review.

C-2.8. Protective Investigator

The Department reserves the right to appoint a Protective Investigator (PI), for which the Provider shall ensure a secure on-site office workspace. This workspace shall include, at a minimum, internet access and a telephone.

EXHIBIT C1 – REQUIRED REPORTS

The Provider is shall electronically submit the following reports according to the due dates below:

Report	Citation	Due Date	Submit to:
Daily Census	Section C-2.3.1.1.	Daily by 3:00 pm Monday through Friday (excluding state holidays)	Forensic Admissions Coordinator
Updated Daily Census	Section C-2.3.1.2.	As needed, by 10:00 am Monday through Friday (excluding state holidays)	Forensic Admissions Coordinator
Individuals Awaiting Return to Court	Section C-2.3.1.3.	Daily by 3:00 pm Monday through Friday (excluding state holidays)	Forensic Admissions Coordinator
Monthly Summary Report	Section C-2.3.2.	By the 15 th of each month following the month of service delivery	Contract Manager
Monthly Data	Section C-2.3.3.	By the 15 th of each month following the month of service delivery	SAMH Data System
Monthly Staffing Report	Section C-2.3.4.	By the 15 th of each month following the month of service delivery	Contract Manager
Quarterly Report	Section C-2.3.5.	Quarterly by the following dates: <ul style="list-style-type: none"> • October 15th • January 15th • April 15th • July 15th 	Contract Manager
Annual Department of Environmental Protections Report	Section C-2.3.6.1.	By July 31 st of each year	Contract Manager
Annual Facilities Maintenance Report	Section C-2.3.6.2.	By July 31 st of each year	Contract Manager
Annual Operating Plan Summary	Section C-2.3.6.3.	By July 31 st of each year	Contract Manager
Annual Operating Plan	Section C-2.3.6.4.	By July 31 st of each year	Contract Manager
Expenditure Report	Section C-2.3.6.5.	February 15 th of each year	Contract Manager
FL SOLARIS	Section C-2.3.6.6.	June 1 st of each year	Contract Manager
Joint Commission and Accreditation Report	Section C-2.3.7.	Within 1 business day of receiving the report.	Contract Manager
Transition Plan	Section C-2.3.8.	No later than 9 months from contract end date	Contract Manager

EXHIBIT D - DELIVERABLES

D-1. Service Units

A service unit is an Available Bed to provide the services specified in the Providers **Program Description**, and as defined in **Section A1-2**.

D-2. Service Targets

D-2.1. The Provider shall provide 341 Available Beds per day at the Facility. The Department, in its sole discretion, reserves the right to increase service target up to the Facility's rated maximum occupancy of 350 Available Beds.

D-2.2. The Available Beds shall be single occupancy, allowing only one Resident per room, unless otherwise approved by the Department. In the event the Department increases the Service Target, additional beds may be double occupancy, allowing two Residents per room.

D-3. Deliverables

The Provider shall demonstrate satisfactory progress towards the service target in **Section D-2**. through submission of **Exhibit F2** and **Exhibit F3**.

D-4. Performance Measures for Acceptance of Deliverables

D-4.1. Satisfactory performance shall be demonstrated by the provision of sufficient qualified staff to provide services, as specified in **Exhibit C2**. To attain this measure the Provider shall ensure that any required position does not remain vacant, as defined in **Section C-2.1.4.**, beyond 30 days.

D-4.2. In the event the Provider fails to achieve the minimum performance measure in **Section D-4.1.**, the Department shall apply the provisions of **Section F-3**.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1. Minimum Performance Measures

Each state fiscal year, the Provider shall meet the legislative or Department mandated performance standards and required outcomes specified below:

E-1.1. The percent of adults with serious mental illness readmitted to the Civil Facility within 180 days of discharge shall not exceed 8%.

E-1.2. The percent of adults in individuals committed to the Civil Facility who show an improvement in functional level shall be equal to or greater than 67%.

E-2. Performance Measurement Terms

The PAM155-2 and the Minimum Data Set for State Treatment Facilities provide the definitions of the data elements used for various performance measures and contains policies and procedures for submitting the required data into the Department's data system.

E-3. Performance Evaluation Methodology

Providers collect information and submit performance data and individual client outcomes, to the Department data system in compliance with Minimum Data Set for State Treatment Facilities requirements. Performance outcome results are drawn from this system by Department staff and are reported back to the Provider monthly.

E-3.1. For the measure in **Section E-1.1.**, the numerator is the number of adults readmitted to the Civil Facility within 180 days of discharge; the denominator is the number of adults discharged during the same reporting period.

E-3.2. For the measure in **Section E-1.2.**, the numerator is the number of individuals who showed improvement, the denominator is the number of people who had two scores reported for comparison.

E-4. If the Provider does not meet the same measure for three or more consecutive quarters, the Department shall apply the provisions of **Section 6.1.** Corrective active plans required under **Section 6.1.** may result in a reduction in future funding under this Contract, at the Department's sole discretion.

EXHIBIT F – METHOD OF PAYMENT

F-1. Payment Methodology

F-1.1. This is a fixed price (unit cost) Contract. The Department will pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this Contract, subject to the availability of funds.

F-1.2. The Department will pay for the service units at the unit price(s) and limits listed on **Exhibit F1**.

F-2. Invoice Requirements

F-2.1. The Provider shall request payment monthly through submission of **Exhibit F2** within 15 days following the end of the month for which payment is being requested for the delivery of service.

F-2.2. Invoices must be dated, signed by an authorized representative of the Provider, and submitted in accordance with the submission schedule in this contract, with appropriate service utilization and Individuals Served data accepted into the SAMH Data System, in accordance with PAM 155-2 and the Minimum Data Set for State Treatment Facilities.

F-2.3. The total number of annual service units paid under this Contract cannot exceed the total number of units as specified on **Exhibit F1**.

F-2.4. The Provider's final fiscal year invoice must reconcile actual service units provided during the Contract period with the amount paid by the Department.

F-2.5. The Provider shall submit a final invoice for payment no later than 30 days after the expiration of this Contract or after this Contract is terminated. Failure to do so will result in a forfeiture of all right to payment and the Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until the Final Monthly Summary Report is submitted and have been approved by the Department.

F-3. Financial Consequences

F-3.1. The Provider's monthly payment shall be reduced by an amount equal to a vacant position's daily rate of pay, plus 30% for benefits, times the number of working days such position remains vacant beyond 30 calendar days. For example, if a position becomes vacant on April 1st and remains vacant throughout the months of April and May, the monthly payment for the month of May will be reduced by an amount equal to the position's daily rate times the number of working days a person in the vacant position would have been scheduled to work in the month of May, plus 30% for benefits.

F-3.2. If at any time, the Provider ceases to have or fails to attain good standing with TJC, the Department shall apply additional financial consequences. The Provider's monthly payment shall be reduced according to the following specifications

F-3.2.1 For the first 90-day period in which it does not have good standing, the financial consequence shall be equivalent to 0.10% percent (one-tenth of one percent) of the annual contract amount for the fiscal year.

F-3.2.2 For each consecutive 90-day period thereafter, the financial consequence shall increase by an additional 0.10% percent (one-tenth of one percent), assessed each 90 day period until the Provider attains good standing. As used herein, good standing means accreditation with commendation or accreditation with or without type I recommendations. It will be the Provider's responsibility to notify the Department's Contract Manager within 24 hours of any notification by TJC that it has either lost accreditation or received conditional accreditation.

F-3.3. Financial consequences shall not result in a reduction in the Provider's contracted level of service.

F-3.4. The Department reserves the right to withhold from the final invoice any funds necessary to complete

repairs or replacement of equipment or property at the Facility not performed to the Department's satisfaction by the Provider, in accordance with the terms and conditions of this Contract.

Exhibit F1 – SFSH Pricing Schedule

Initial Contract Term

	Jul 1, 2018 - Jun 30, 2019	Jul 1, 2019 - Jun 30, 2020	Jul 1, 2020 - Jun 30, 2021	Jul 1, 2021 - Jun 30, 2022	Jul 1, 2022 - Jun 30, 2023
Number of Units/Available Beds	341	341	341	341	341
Number of Days	365	366	365	365	365
Available Bed Day Rate/ Unit Cost					
Annual TOTAL					
Contract TOTAL					

Exhibit F2 – SFSH Invoice

Florida Department of Children and Families South Florida State Hospital Invoice			
Provider Name		Contract No.	
Address		Invoice No.	
Federal ID #			
Service Period	From:	To:	

Billable Days	
Number of Daily Units (Attach Monthly Performance Report)	
Number of Service Units for Service Period	
Unit Price (Daily Bed Day Rate)	
Subtotal:	
Monthly Vacancy Deduction	
Total Billable Services:	

Total Contract Amount	Amount Requested This Invoice	Total Amount of Previous Payments	Contract Balance After This Payment

CERTIFICATION & APPROVAL		
I certify the above to be accurate and in agreement with this agency's records and with the terms of this agency's contract with the Department. Additionally, I certify that all client demographic and service event data have been submitted to the Department in accordance with the terms and conditions of this contract.		
Authorized Name & Title	Authorized Signature	Date Submitted

DCF CONTRACT MANAGER USE ONLY:			
Date Invoice Received:		ORG:	
Date Goods/Services Received:		BE:	
Date Inspected and Approved:		OCA:	
Approved By:		EO:	
		CAT:	

ATTACHMENT 1

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

Section 1. Definitions

1.1 Catch-all definitions:

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

1.2 Specific definitions:

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

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;

- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
- 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

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

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

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

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
 - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

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

5.2 Obligations of Business Associate Upon Termination

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

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

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

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

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

ATTACHMENT 2

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 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.

Signature: _____

Date: _____

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____
