

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
ADULT PROTECTIVE SERVICES**



REQUEST FOR PROPOSALS

**Community Care for Disabled Adults Program
RFP#: C17-2021-APS**

COMMODITY CODE:

85101601-Nursing Services

90101802-Delivered Meal Services

91111900-Personal Care Services

93140000 - Community and Social Services

Release Date: APRIL 12, 2021

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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (Department), APS is issuing this solicitation for the purpose of seeking a provider agency to provide community care to permanently disabled adults. The CCDA Program requires Case Management Services be provided to all eligible permanently disabled adults 18 years through 59 years of age who are in need of supportive services. The CCDA Program is consistent with the Regional APS plan of providing services to disabled adults who need assistance to maintain reasonably independent lives in the community. Any person interested in participating must comply with the terms of this solicitation.

1.1.1 The CCDA Program is designed to prevent unnecessary institutionalization of disabled adults through the provision of Case Management Services to coordinate such community-based services as Homemaker Services, Personal Care Services, Home Delivered Meals, Consumable Medical Supplies, and Nursing Services. Because the program is designed to serve totally and permanently disabled persons who are not eligible for assistance from other programs, it fills the gap in the services for adults with disabilities. The services provided through this program are critical to preventing premature withdrawal of persons with disabilities from productive life and minimizing stagnation and further dependency due to deteriorating health problems.

1.1.2 The services are consistent with the legislative intent of providing assistance to disabled adults to live dignified and reasonably independent lives in their own homes or in the homes of relatives or friends. The Department of Children and Families, Circuit 17, is requesting proposals for these services in Broward County.

1.1.3 It is anticipated that **\$772,480.00** will be available for the provision of CCDA services to eligible consumers (currently approximately **seven** individuals) in the service area during the term of the contract.

1.1.4 The provider agency receiving this Request for Proposal (RFP) award will also be responsible for the Home and Community Based Services Waiver in the service area. The provider agency agrees to identify Medicaid Waiver eligible clients and direct bill the Medicaid fiscal agent for case management services to be rendered to these clients. Referrals will be made, according to client choice, to approved Medicaid Waiver providers. Any provider responding to **RFP# C17-2021-APS** must be an approved Medicaid Provider and include documentation of such in their proposal. Any person interested in participating must comply with the terms of this solicitation.

1.2 Term of the Agreement

The anticipated start date of the resulting contract is July 1, 2021. The anticipated duration of the contract is **five years, with an option to renew**. Renewal, if any, shall comply with section 287.057(13), Florida Statutes (F.S.).

1.3 Contact Person and Procurement Officer

The sole contact point for communication (which will only be accepted in writing via email) regarding this solicitation is:

Natasha Grant
Procurement Officer
Natasha.Grant@myflfamilies.com

1.4 Official Notices

All notices, decisions, intended decisions, addenda (including Notices of Intent to Award), and other matters relating to this solicitation will be posted on the Department of Management Services (DMS) Vendor Bid System (VBS) located at:

http://www.myflorida.com/apps/vbs/vbs_www.main_menu

It is the responsibility of vendors to check the VBS for addenda, notices of decisions and other information or clarifications to this solicitation. Posting on the VBS is the only official notice for determinations of timeliness of protests (see 1.5).

1.5 Protests

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

Failure to file a protest within the time prescribed in section 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.

Notices of Protest must be filed with the Clerk of Agency Proceedings (Agency.Clerk@myflfamilies.com).

SECTION 2. SOLICITATION PROCESS

2.1 General Overview of the Process

Proposals from responsible and responsive vendors are eligible for evaluation. By submitting a proposal, the vendor agrees to each of the certifications listed in this solicitation unless otherwise indicated.

The Department may request vendor presentations.

2.2 Limitations on Contacting Department Personnel and Others

Vendors to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state approved holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a proposal.

2.3 Timeline

Activity	Date	Eastern Time Zone	Address	Section Reference
Solicitation advertised and released on VBS:	Monday, April 12, 2021	1:00 P.M.	VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	1.4
Written questions must be received by:	Monday, April 19, 2021	3:00 P.M.	Natasha Grant Procurement Officer Natasha.Grant@myflfamilies.com	1.3 2.5
Department's response to questions:	Monday, April 26, 2021	4:00 P.M.	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.5
Sealed proposal must be received by the Department:	Monday, May 03, 2021	2:00 P.M.	Attn: Natasha Grant Dept. of Children & Families 1400 West Commercial Boulevard Room 210K Fort Lauderdale, FL 33309 or Natasha.Grant@myflfamilies.com	2.6
*Proposal opening:	Monday, May 03, 2021	2:01 – 2:16 P.M.	This meeting will be conducted via Microsoft Teams. Send email address to Natasha.Grant@myflfamilies.com with "Proposal Opening" in the subject line to secure an invitation to the proposal opening. Email addresses are due the day before the proposal opening at 3:00 P.M.	2.6.3
* Meeting of the evaluators and ranking of the proposals:	Wednesday, May 12, 2021	10:00 – 11:00 A.M.	This meeting will be conducted via Microsoft Teams. An invite will be sent to the evaluators and applicants to this RFP.	5.2.3
Posting of intended contract award:	Monday, May 24, 2021	1:00 P.M.	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.2.5
Effective date of contract:	Thursday, July 1, 2021	N/A	N/A	1.2
All meetings noted with an asterisk () are public meetings.				

2.4 Woman--, Veteran--, and Minority-owned Small Businesses Participation

Woman--, Veteran--, and Minority-owned Small Businesses are encouraged to participate in any scheduled conferences, conference calls, or pre-solicitation meetings. All vendors shall be accorded fair and equal treatment. For questions about registering to identify your Small Business as a Woman--, Veteran--, or Minority-owned Small Businesses visit:

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

2.5 Written Questions and Department Answers

Vendor questions for which binding Department answers are desired must be addressed as permitted in **Section 1.3**, using the template provided in **APPENDIX III**, and received by the Procurement Officer on or before the dates and time specified in **Section 2.3**.

2.6 Receipt of Proposals

Due to health implications and sensitivity to COVID-19, the Department prefers Proposals be sent electronic means (email). The electronic submission must comply with the following requirements:

The Vendor may submit an electronic version of the proposal in response to **RFP# C17-2021-APS** (including all required documents) in PDF format, as specified in section 4.1.2, as an attachment to an email sent to the Procurement Officer's email address provided in Section 1.3. The software used to produce the electronic file must be Adobe portable document format ("pdf"), version 6.0 or higher. The Department must be able to open and view the reply utilizing Adobe Acrobat. In the event that the electronic file attachment is too large to be submitted in a single email, the vendor may utilize multiple emails so long as all required documents are delivered to the Procurement Officer by or before the date and time specified in **Section 2.3**. The Department can allow up to 100 MB for incoming attachments. The vendor e-mail system must also allow for a 100 MB attachment. Zipping attachments will reduce file sizes.

Vendors may also submit Proposals, via US Mail, Fed-Ex, or other courier service; although, not a preferred method of response. If proposals are submitted in electronic and hard copy form, the hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non-original hardcopy versions of the reply in the event of any discrepancy. See section 4.1.1 for submission.

2.6.1 Proposal Deadline

Proposals must be received by the Procurement Officer no later than the date and time and at the address provided in **Section 2.3**. Facsimile or electronic transmissions of proposals will not be accepted. Vendors are exclusively responsible for timely delivery of sealed proposals to the Procurement Officer.

2.6.2 Proposal Withdrawal and Amendment

Vendors may withdraw, or withdraw and replace, previously submitted sealed proposals on or before the date and time specified for sealed proposals to be received by the Department.

2.6.3 Binding Proposal

Vendors are bound by their proposals until the latter of sixty (60) calendar days after the proposal opening or the closing of all opportunities for protest or appeal.

2.6.4 Cost of Preparation of Proposal

The Department will not pay any costs incurred in responding to this solicitation.

2.7 Form PUR 1001

The standard "General Instructions to Respondents" Form PUR 1001 (10/06) is hereby incorporated into this solicitation by reference as if fully recited herein. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation 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.

2.8 Department's Discretion

2.8.1 The Department may:

- 2.8.1.1** Determine whether a vendor is responsible, as defined in section 287.012, F.S.;

- 2.8.1.2 Waive minor irregularities when doing so would be in the best interest of the State of Florida;
- 2.8.1.3 Withdraw the solicitation or reject all proposals at any time;
- 2.8.1.4 Select more than one vendor for the commodities and contractual services encompassed by this solicitation;
- 2.8.1.5 Withdraw or amend its Notice of Award;
- 2.8.1.6 Award contract(s) for a reduced scope of the commodities and contractual services encompassed by this solicitation.

SECTION 3. SPECIFICATIONS

3.1 Definitions

a. Contract Terms

- (1) **CFOP 140-8** - CCDA Operation Procedure.
- (2) **Case Management** - a client centered series of activities which includes planning, arrangement for and coordination of appropriate community-based services for an eligible CCDA client and is an approved service. It includes intake and referral, comprehensive assessment, development of a service plan, arrangement for service and monitoring of client's progress to assure the effective delivery of services and reassessment.
- (3) **Consumable Medical Supplies** - disposable supplies used by the recipient that are essential to care for the recipient's needs. Such supplies enable a recipient to either perform activities of daily living or stabilize and monitor a health condition.
- (4) **Fixed Price** - Method of payment used when the service provided can be broken down into a unit cost (e.g., hours, client days, etc.) or a fixed fee (e.g., payment based on delivery of a complete service).
- (5) **Home Maker Service** - Is the performance of or assistance in accomplishing household tasks including housekeeping, meal planning and preparation, shopping assistance, and routine household activities by a trained homemaker.
- (6) **Home Delivered Meals** - Provide meals delivered to the home for those who have difficulty shopping for groceries or preparing nutritious meals.
- (7) **Nursing Services** - Nursing services must be rendered by registered nurses or licensed practical nurses who work under the supervision of a registered nurse. Care and treatment will include medication supervision, health education and counseling, nutritional advice, act as a liaison with the participant's personal physician and caregiver or family, coordinate provision of all other needed health services, and supervision of self-care services oriented toward activities of daily living and personal hygiene as provided by program aides in this service area.
- (8) **Personal Care Services** - Individual assistance with or supervision of essential activities of daily living, such as bathing, dressing, ambulating, supervision of self-administered medication, eating, and assistance with securing health care from appropriate sources. Personal care services shall not be construed to mean

the provision of medical, nursing, dental or mental health services by the personal care service staff.

- (9) **Southeast Region** – The six counties that comprise the geographical area of the Department’s Southeast Region. These counties include Broward, Indian River, Martin, Palm Beach, Okeechobee and Saint Lucie Counties.
- (10) **State** – The State of Florida.
- (11) For additional contract terms, refer to the Glossary in CFOP 75-2, Contract Management System for Contractual Services, which is incorporated by reference herein.

b. Program or Service Specific Terms

(1) **Activities of Daily Living** – Basic activities performed in the course of daily living, such as dressing, bathing, grooming, eating, using a commode or urinal, and ambulating around one’s own home.

(2) **Adult Protective Services (APS)** – APS is the State agency that provides funding for the CCDA program.

(3) **Client** – Adults with disabilities, age eighteen (18) through fifty-nine (59), who are no longer eligible to receive children’s services, and are too young to qualify for community and home-based services for the elderly, may be served under the provisions of this contract.

(4) **Service Units** – A service unit is an appropriate, distinct amount of given service, which may include, but not limited to, an hour of direct service delivery; a meal; an episode of travel; or a 24 hour period of Emergency Alert Response maintenance, as defined in CFOP 140-8. All service units, as well as their description, are listed in CFOP 140-8.

(5) **Staffing Levels** – The prospective vendor shall include their proposed staffing for technical, administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the department determines that the successful vendor’s staffing levels do not conform to those promised in the proposal, it shall advise the successful vendor in writing and the successful vendor shall have 30 days to remedy the identified staffing deficiencies. The prospective vendor shall replace any employee on the project whose continued presence would be detrimental to the success of the project as determined by the department with an employee of equal or superior qualifications. The department’s contract manager will exercise exclusive judgment in this matter.

3.2 Minimum Programmatic Specifications

The selected vendor(s) shall perform the tasks outlined in the Department’s **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VIII and APPENDIX IX)** in accordance with all terms therein.

3.3 Minimum Financial Specifications

The selected vendor(s) shall be compensated in the manner set forth in **APPENDIX IX-STANDARD CONTRACT PART 2** in accordance with all terms therein.

3.3.1 Funding Sources

The contract resulting from RFP# C17-2021-APS will be funded by general revenue appropriation. The State of Florida's performance and obligation to pay under any resulting contract is contingent upon an annual appropriation by the Legislature.

3.3.2 Allowable Costs

Not applicable

3.3.3 No Cost-of-Living Increases

The Department does not fund Cost-of-Living increases.

3.4 Composition of the Contract

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

3.4.1 Vendor Registration in My Florida Market Place (MFMP)

In order to be paid, each Vendor doing business with the state must register in the MFMP system and pay the required transaction fees, unless exempted under Rule 60A-1.030, 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 proposal; however, proof of registration or exemption must be provided prior to execution of the Contract/Purchase Order, if any.

3.4.2 Department's Standard Contract

The Department's Standard Contract Part 1 contains general contract terms and conditions required by the Department for all vendors. In addition, the Department's Standard Contract Part 2 contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

3.4.3 Form PUR 1000

Form PUR 1000 is incorporated by reference into the Department's Standard Contract. In the event of any conflict between Form PUR 1000 and this solicitation, the terms of this solicitation shall take precedence over Form PUR 1000, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1000 shall take precedence. Form PUR 1000 is available at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

3.4.4 Other Attachments or Exhibits

All other attachments and exhibits to the contract referenced in this solicitation shall also be part of the resulting contract, if any; and

3.4.5 Vendor Proposal

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

3.5 Order of Precedence

In the event of conflict within any two or more documents within the contract documents listed in 3.4, the earlier listed document shall control (e.g. 3.4.2. will control over 3.4.3).

3.6 Supporting Documentation

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

Subject	Description	Link
CFOP 140-8	Children and Families Operating Procedure for CCDA	https://www.myflfamilies.com/admin/publications/cfops/CFOP%20140-xx%20Adult%20Services/CFOP%20140-08,%20Community%20Care%20for%20Disabled%20Adults.pdf
CFOP 75-2	Children and Families Operating Procedure for Contract Management System for Contractual Services	https://www.myflfamilies.com/admin/publications/cfops/CFOP%20075-xx%20Procurement%20and%20Contract%20Management/CFOP%20075-02,%20Contract%20Management%20System%20for%20Contractual%20Services.pdf
CFOP 215-6	Children and Families Operating Procedure for Incident Reporting and Analysis System	https://www.myflfamilies.com/admin/publications/cfops/CFOP%20215-xx%20Safety/CFOP%20215-6,%20Incident%20Reporting%20and%20Analysis%20System%20(IRAS).pdf
Chapter 415, F.S.	APS Act	http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0415/0415.html
Civil Rights Compliance Checklist	To capture the population and demographic area served	https://www.myflfamilies.com/general-information/dcf-training/
Postings	All notices, clarifications, inquiries, responses to inquiries, decisions, intended decisions, and other materials relating to solicitation.	http://www.myflorida.com/apps/vbs/vbs_main_menu

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE RFP

4.1 How to Submit a Proposal

Vendor has two options for submit proposals, Hard copy or electronic, see directions below;

4.1.1 Hard Copy Submission Format

Vendors shall submit one original copy of their proposal. The original proposed submitted to the to the Department must contain an original signature of an official authorized to bind the vendor to the reply.

4.1.2 Sealed Proposals

Originals, hard copies and electronic copies of the sealed proposals must be submitted and must be clearly marked with the title of the proposal, the solicitation number, the vendor's name, and identification of enclosed documents. The original proposal must be clearly marked as such, and the copies identified and numbered (i.e., original, copy #1 of 7, etc.).

4.1.3 Proposal Format

Proposals must be typed, single-spaced, on 8 1/2" x 11" format. Pages must be numbered in a logical, consistent fashion. Figures, charts, and tables should be numbered and referenced by number in the text. The proposal must be submitted in accordance with **Section 4.2** and **Section 4.3**.

4.1.4 Electronic Copy Format

The Vendor may submit an electronic version of the proposal in response to **RFP# C17-2021-APS** (including all required documents) in PDF format, as an attachment to an email sent to the Procurement Officer's email address provided in **Section 1.3**. The software used to produce the electronic file must be Adobe portable document format ("pdf"), version 6.0 or higher. The Department must be able to open and the reply utilizing Adobe Acrobat. In the event that the electronic file attachment is too large to be submitted in a single email, the Vendor may utilize multiple emails so long as all required documents are delivered to the Procurement Officer by or before the date and time specified in **Section 2.3**. The Department can allow for a 100 MB attachment. Zipping attachments will reduce file sizes.

Electronic version must be free of malware and any infection resulting to the Department's systems shall be addressed to the Department's satisfaction at the Proposer's expense. The electronic version must be clearly labeled in the same manner as the hard copies. If proposals are submitted in electronic and hard copy version, the hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non-original hardcopy versions of the reply in the event discrepancy.

4.1.4.1 Number of Copies Required

Vendors shall submit one original electronic copy of their proposal. The original proposal submitted to the Department must contain an original signature of an official authorized to bind the vendor to the reply. Electronic signatures are acceptable.

4.2 Contents of the Proposal

4.2.1 Title Page

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

4.2.1.1 Title of proposal;

4.2.1.2 Solicitation number;

4.2.1.3 Vendor's name and federal tax identification number;

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

4.2.2 **TAB 1: TABLE OF CONTENTS** - Table of Contents is at applicant's discretion.

4.2.3 TAB 2: SPECIFICATIONS

Specifications for this solicitation:

4.2.3.1 Signature Authority

Include a signed certificate (**APPENDIX I**), 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 proposal, and its statements and certifications, is authorized to make such representations and to bind the vendor.

4.2.3.2 Vendor Certifications

Include the Vendor Certifications Form (**APPENDIX II**) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the vendor and with “true” checked next to each of the Certifications (a) through (f).

4.2.4 TAB 3: EXECUTIVE OVERVIEW

Provide a brief executive overview demonstrating an understanding of the solicitation purpose and the needs specified in this solicitation. The Executive Overview includes a brief description of the vendor’s organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications, and means of completing Deliverables as defined in **the Department’s STANDARD CONTRACT PART 2 (APPENDIX IX)**.

4.2.4.1 Executive Overview Content

4.2.4.1.1 Describe vendor’s approach and philosophy, including mission statement, core values, and vision.

4.2.4.1.2 Describe vendor’s organization and governance structure, depicting clear lines of authority including corporate affiliations; describe how the structure represents a lean, efficient, and effective administrative model; describe experience and achievements in developing a governance model is designed to avoid conflicts of interest.

4.2.4.1.3 Provide the requested information below which will demonstrate the vendor’s and subcontractor(s)’ ability to successfully complete the work described in this solicitation and its appendices, attachments, exhibits, and referenced supporting documentation. The vendor’s and any proposed subcontractor(s)’ information shall be shown separately.

4.2.4.2 Additional Corporate Information

In addition to the other information described above the vendor and the subcontractor(s) must provide:

4.2.4.2.1 Full legal name and its associated Federal Employer Identification Number (FEIN), or Social Security Number if a FEIN is not required

4.2.4.2.2 Proof of registration with MFMP

4.2.4.2.3 Country and state of incorporation

4.2.4.2.4 Principal place of business

4.2.4.2.5 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

4.2.4.2.6 Names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of its relationship to the vendor

4.2.4.2.7 The successful vendor must submit an emergency operations plan (disaster plan report) within 30 days of the execution of a contract resulting from **RFP# C17-2021-APS** but may submit a plan with the proposal of **RFP# C17-2021-APS**. Any Emergency Operations Plan shall at minimum include contingency

plans and procedures to ensure the safety and well-being of clients served and continuity of services in the event of a disaster or emergency event. A disaster shall include both natural events such as flood, tornadoes and hurricanes, as well as events such as destruction of the vendor's facilities such as fire, vandalism, et cetera.

4.2.4.2.8 During the life of the contract, the vendor shall secure and maintain a comprehensive general liability insurance policy or policies. Such insurance shall protect the department from claims for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this agreement, whether such operations are performed by the vendor or by any entities directly employed by the vendor. Minimum required coverage is as follows: \$100,000.00 per person and \$300,000.00 for each occurrence, and property damage insurance of at least \$100,000.00 for each occurrence. Verification of insurance shall be included in the proposal.

4.2.4.2.9 The selected vendor shall not commence any work in connection with this agreement until they have obtained insurance as required by law. All insurance policies shall be with insurers qualified to do business in Florida. The Department shall be furnished proof of insurance coverage by certificates of insurance. The Department shall be exempt from, and in no way liable for any sum of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor. The vendor agrees that if selected, they will provide insurance on a comprehensive basis adequate to the needs of his/her business.

4.2.5 TAB 4: CORE TEAM QUALIFICATIONS (Limited to twenty pages)

- The vendor shall provide a description of approach to performing required tasks. Provide a detailed description of how the vendor will implement each of the proposed services identified. The proposal identifies and defines measurable goals and expected Outcomes. Demonstrates a clear understanding of the scope of services. The proposal described how the prospective vendor will provide Case Management services. The proposal describes how the prospective vendor will provide Homemaker Services. The proposal describes how the prospective vendor will provide Personal Care Services. The proposal describes how the prospective vendor will provide Home Delivered Meals Services. The proposal described how the prospective vendor will provide Nursing Services. The proposal describes how the prospective vendor will implement each of the proposed services. The proposal describes how the prospective vendor will coordinate with other entities. The proposal describes the vendor understanding of the limitations imposed on services. The proposal describes how the vendor will maintain records and documentation.
- The vendor shall provide a detailed description of staffing and organizational capacity. The proposal describes the vendor's table of organization indicating how the staff will fit into the total provider organization, and how each member of the project staff relates to each other. The proposal describes the vendor's corporate qualifications including the vendor's ability to manage and complete the proposal project. The proposal contains the names, addresses, phone numbers and contact persons of corporate references that will be used to evaluate the vendor's organizational capacity. Why the leadership team is qualified to lead their organization in meeting the needs of **RFP# C17-2021-APS**. The

vendor must include resumes, for key leadership personnel describing their work experience, education, and training as it relates to the requirements of **RFP# C17-2021-APS** and the Department's **STANDARD CONTRACT PART I AND PART 2 (APPENDIX VIII and APPENDIX IX)**. The proposal described the vendor's hours of operation and staff coverage. In addition, the vendor shall include a description of the vendor's experience serving the proposed population. The proposal describes evaluations of projects similar to the proposed project.

- The proposal shall include the number and type of staff, qualifications for staff, including education and experience, with overview of knowledge, skills and abilities relevant to this RFP. The proposal shall include the vendor's operational approach to the recruitment, training, supervision and retention of qualified personnel as described in the Department's **STANDARD CONTRACT PAT 1 and PART 2 (APPENDIX VIII and APPENDIX IX)**. The proposal should address all applicable personnel grievance and conflict resolution practices. The vendor should explain how it's organization, subcontractors, and staffing levels will best meet the performance standards required to perform properly. It is also important to describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees.

4.3 Content of the Financial Proposal

4.3.1 Financial Proposal Title Page

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

- A. Title of proposal;
- B. RFP number;
- C. Vendor's name and federal tax identification number;
- D. Name, title, telephone number and address of person who can respond to inquiries regarding the proposal; and
- E. Name of program coordinator (if known).

4.3.2 TAB 1: FINANCIAL INFORMATION (Limited to ten pages)

4.3.2.1 Financial Management

The vendor must describe its current financial management and accounting systems and capability to undertake this project.

4.3.2.2 Proposed Service Efficiencies and Re-investment

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

4.3.2.3 Ongoing Approach to Reduce Administrative Costs and Expand Services

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

4.3.2.4 Local Match

A match of 10% of the contract amount is required. The match requirement may be satisfied by cash or in-kind funds.

4.3.3 TAB 2: BUDGET

RFP# C17-2021-APS will result in a fixed price (unit cost) contract. The department shall pay the vendor for the delivery of service units in accordance with the terms of the resulting contract, subject to the availability of funds.

The vendor must request reimbursement on a monthly basis through the submission of a properly completed invoice, Exhibit F-2.1.1 of Appendix XI, along with supporting documentation within 30 days following the end of the month for which reimbursement is being requested. Payment due under the resulting contract will be withheld until the department has confirmed delivery of negotiated services.

Payments may be authorized only for services units provided in accordance with the terms and conditions of the awarded contract. The service units for which payment is being requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by the awarded contract. Where applicable, service units will be rounded to the nearest quarter hour.

It is expressly understood by the vendor that any payment due to the vendor under the terms of the resulting contract may be withheld pending the receipt and approval by the department of all financial and program reports due from the vendor as a part of the resulting contract and any adjustments thereto. Requests for payment, which cannot be documented with supporting evidence, will be returned to the vendor upon inspection by the department.

The vendor must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the dates the services were provided so that an audit trail documenting service provision can be maintained.

Cost Proposals

- a. The local match requirement must be supported by match commitment forms from the bidder or the donor.
- b. The fixed price (hourly rate) part of the resulting contract denotes a flat fee or rate charged per service.
- c. The individual unit rates, and the total amount of the resulting contract will be based in the vendor's proposed budget as reflected in **Appendix VI**.
- d. Any indirect cost line that proposes a percentage of allocated overhead may not exceed 10% unless the vendor submits a detailed cost allocation proposal.
- e. A detailed budget narrative must be included which provides an explanation and justification of all line items listed on the vendor's proposed budget and supports the budget as to allowability. The budget narrative shall at a minimum, include the line items and narrative for:
 1. Personnel- List position title and attach descriptions of each position to be funded in whole or in part by the department if not already included in the proposal. If not explained in the programmatic narrative of the proposal, provide an explanation of the purpose of each position.

2. Fringe Benefits- List fringe benefits separately (FICA, Worker's Compensation, Unemployment Compensation, Health Insurance, etc.).
3. Staff Travel- Explain who will be traveling, where they will be traveling, and for what purpose. Reimbursement rates may exceed allowable rates paid by the department (currently forty-four point five cents per mile). Do not include staff transportation in this section.
4. Consultants- Explain in full the purpose and necessity of consultants or other professional staff.
5. Subcontracted Services- Justify services provided by subcontractors and explain why they cannot be performed by existing agency staff. Explain the method of payment that will be used in the subcontract. Per the Standard Contract, the vendor may not subcontract for any of the work paid by the department without prior written approval of the department.
6. Client Transportation- Explain where and why clients are being transported. If a vendor employee is to transport clients (e.g., van driver), the driver must have a chauffeur's license. If subcontracting for transportation services, the successful vendor must utilize the designated Community Coordinated Transportation Provider (CCTP), or otherwise comply with provisions of Chapter 427, Florida Statutes, Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under the resulting contract will be used to transport clients. If no CCTP is available in the vendor's area, **it must be noted in the narrative.**
7. Office Expenses- List normal office expenses for this project (telephone, postage, utilities, supplies, etc.). These expenses should be based on prior history, or if for a new agency, should be based on a reasonable estimate. **A complete explanation for all expenses that are not self-explanatory must be given.**
8. Operating Capital Outlay (OCO)- This can be defined as fixed assets, such as equipment, fixtures and other tangible personal property of a nonconsumable and nonexpendable useful life of at least one year. Explain the need of each OCO item and describe how it will be used.
9. Rental or Use of Space- List locations of each space to be rented for this project and the cost of each rental space per month or the total cost for the rental use of the space. If the space is owned by the vendor, list the lease or ownership (depreciation plus general liability insurance). If depreciation is not booked, the vendor may enter the prorated cost of space based on its use allowance (not to exceed two percent of the cost of acquisition) or develop and submit an inventory of assets show cost, date of purchase, general condition, etc. Depreciation methodology of assets not consistent with IRS guidelines must be explained in the narrative.
10. Rental of Equipment- Explain the need for equipment. Copies of leases or rental agreements or proofs of purchase will be required.
11. Maintenance Agreements- Explain the need for the agreements. Copies of agreements will be required.
12. Insurance - List types of insurance needed and explain the need for each. Proof of insurance will be required.

13. Membership Fees and Subscriptions – Explain the need for this/these membership(s) and explain why it/the is/are necessary for this project.
14. Client Educational and Training Tools – Explain the need for and how the education and training tools will be used in this project.
15. Other Allowable Costs – Explain the need for each of these items and how and for whom they will be used in the project.

The budget totals should be based on available funding projections, if any, and if different, the vendor should explain the differences.

4.4 Public Records and Trade Secrets

4.4.1 How to Claim Trade Secret Protection

If the vendor considers any portion of the documents, data or records submitted in its proposal 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, in a manner compliant with Section 4.1.4, , with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Proposal, RFP No. – Trade Secret Material".

Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file and hardcopy documents must explain why the information in the document is a trade secret. This submission must be made no later than the proposal submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the proposal, 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 proposal to be trade secret the vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

4.4.2 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 proposal or other submissions labeled as “trade secret,” the vendor shall expeditiously provide the Department, or the public pursuant to section 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 redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

4.4.3 Department not Obligated to Defend Vendor Claims

The Department is not obligated to agree with or defend any vendor claim of exemption from inspection and copying under Florida’s Public Records Law. The vendor is responsible for defending such claims. Further, the vendor shall protect, defend, and indemnify, including attorney’s fees and costs, the Department for actions (including litigation initiated by the Department) arising from or relating to such claims.

SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract to the responsible and responsive vendor(s) whose proposal is determined, in writing, to be the most advantageous to the state. The Department will award the contract based on a consideration of the relative importance of price and other evaluation criteria set forth in the solicitation. The Department may also make a determination as to whether to deem one or more vendors ineligible for award due to non-responsibility or non-responsiveness. The Department will electronically post the intent to award in accordance with section 120.57(3)(a), F.S., and Rule 60A-1.021, F.A.C.

5.1 Selection Criteria

All responsive proposals received by the Department, will be reviewed and rated for both Qualifying Criteria and Qualitative Requirements by an evaluation committee of departmental employees. All proposals must be received at the Department by the date and time listed in **Section 2.3, Timeline**.

The evaluation committee will review and rate all proposals that meet the mandatory proposal submission requirements, known as the **QUALIFYING CRITERIA**, for **RFP# C17-2021-APS**.

The qualifying criteria elements will be reviewed first to ensure compliance with all minimum requirements of the RFP. If the fatal criteria are not fully met, the proposal will not be further considered.

Additional proposal requirements will be reviewed, and items submitted will be rated.

An evaluation of Qualifying Criteria, Performing Tasks, Staffing and Organizational Capacity, and Financial Capability will be conducted.

The following Selection Criteria shall apply for this **RFP# C17-2021-APS**:

Qualifying Criteria
<ul style="list-style-type: none">The proposal must contain documentation to support the vendor is an approved Medicaid Provider.
<ul style="list-style-type: none">The proposal must be received by the time and date, and at the location specified in Section 2.3, Timeline.
<ul style="list-style-type: none">The proposal must have all statement of certification, subcontractor list, projected budget summary and proposed cost allocation plan complete and signed.
<ul style="list-style-type: none">The proposal must contain verification to support that the prospective vendor is registered in MyFloridaMarketPlace, unless exempted by Rule 60A-1.030(3), F.A.C.
<ul style="list-style-type: none">One original electronic copy with original signature of an official authorized to bind the vendor reply in “.pdf” format or One original copy of the proposal with original signature of an official authorized to bind the vendor reply.

The Department may consider any information that reflects upon a vendor’s capability to fully perform the contract requirements and demonstrates the level of integrity and reliability required to assure performance of the contract.

Upon conclusion of this rating process, the department intends to award one contract to the successful vendor.

5.2 Evaluation Phase Methodology

All proposals determined to be responsive will be evaluated using the process outlined below.

Each proposal will be evaluated and scored individually by each member of the evaluation team. The evaluation team will be comprised of at least three persons. The scores of the team members shall be average to arrive at the official score.

Each proposal will be evaluated utilizing the evaluation criteria and the indicators of those criteria, which will be used to assess each prospective vendor’s proposal. The following are the key elements of the rating instrument:

1. **Qualifying Criteria:** These items required the same responses from all prospective vendors and if not met in full, the proposal will not be considered further.
2. **Additional Proposal Requirements:** These items are required responses from each vendor but are not fatal to consideration of the proposal.
3. **Other Evaluation Criteria:** These items can be responded to differently by ach vendor. The items in this section rate the merits of the proposal and the vendor’s capabilities as represented in the proposal.

5.3 Scoring

All evaluators should understand that each evaluation must be independent of any other, each response must be scored independently of any other. There shall be no communications among evaluators regarding the procurement. No evaluator may discuss his evaluation with any other evaluator or anyone outside of the evaluation process except for the procurement manager. No attempt by department personnel or others to influence an evaluator’s scoring shall be tolerated.

If any attempt is made, the evaluator must immediately report the incident to the procurement manager. If such an attempted is made by the procurement manager, the evaluator must immediately report the incident to the Inspector General.

Other Criteria: the procurement manager will determine whether all of the qualifying criteria items were met by the prospective vendor. If any qualifying criteria items were not met, the proposal is not eligible for further consideration. The Department’s Evaluators will independently evaluate each Programmatic Proposal in accordance with the following criteria:

Criteria: The Vendor’s ability to meet the Department’s needs, the requirements of this RFP and Appendix I, Attachment I	Relative Value	Possible Points
<ul style="list-style-type: none"> • The Vendor shall provide a description of approach to performing the required tasks. <ul style="list-style-type: none"> ○ The vendor shall provide a description of approach to performing required tasks. ○ Provide a detailed description of how the vendor will implement each of the proposed services identified. ○ The proposal identifies and defines measurable goals and expected Outcomes. ○ Demonstrates understanding of the target population. ○ Demonstrates a clear understanding of the scope of services. ○ The proposal describes how the prospective vendor will provide Case Management services. 	17.5%	175

Criteria: The Vendor's ability to meet the Department's needs, the requirements of this RFP and Appendix I, Attachment I	Relative Value	Possible Points
<ul style="list-style-type: none"> ○ The proposal describes how the prospective vendor will provide Homemaker Services. ○ The proposal describes how the prospective vendor will provide Personal Care Services. ○ The proposal describes how the prospective vendor will provide Home Delivered Meals Services. ○ The proposal describes how the prospective vendor will provide Consumable Medical Supply Services. ○ The proposal described how the prospective vendor will provide Nursing Services 		
<ul style="list-style-type: none"> ● The Vendor shall provide a detailed description of how the vendor will implement each of the proposed services identified. <ul style="list-style-type: none"> ○ The proposal describes how the prospective vendor will implement each of the proposed services. ○ The proposal describes the staffing positions and competencies for each. ○ The proposal describes how the prospective vendor will coordinate with other entities. ○ The proposal describes the vendor understanding of the limitations imposed on services. ○ The proposal describes how the vendor will maintain records and documentation. 	17.5%	175
SUBTOTAL	35%	350

Criteria: Vendor's Organizational Structure and Experience Including Performance and Similar Services Provided	Relative Value	Possible Points
<ul style="list-style-type: none"> ● Describes the vendor's table of organization indicating how the staff will fit into the total provider organization, and ho each member of the project staff relates to each other. <ul style="list-style-type: none"> ○ The vendor shall provide a detailed description of staffing and organizational capacity. ○ The proposal describes the vendor's table of organization that contains the names, addresses, phone numbers and contact persons of corporate references that will be used to evaluate the vendor's organizational capacity. 	2.5%	25
<ul style="list-style-type: none"> ● Description of the vendor's experience servicing the proposed population. <ul style="list-style-type: none"> ○ Description of the vendor's experience servicing the proposed population, and record retention and confidentiality. 	2.5%	25
<ul style="list-style-type: none"> ● Describe projects similar to this RFP. <ul style="list-style-type: none"> ○ The proposal describes evaluations of projects similar to the proposed project. 	2.5%	25

Criteria: Vendor's Organizational Structure and Experience Including Performance and Similar Services Provided	Relative Value	Possible Points
SUBTOTAL	7.5%	75

Criteria: Experience and Skills of proposed staff to this RFP	Relative Value	Possible Points
<ul style="list-style-type: none"> • Description of Vendor's Staffing <ul style="list-style-type: none"> ○ The proposal shall include the number and type of staff, qualifications for staff, including education and experience, with overview of knowledge, skills and abilities relevant to this RFP. ○ The proposal shall include the vendor's operational approach to the recruitment, training, supervision, and retention of qualified personnel. 	2.5%	25
<ul style="list-style-type: none"> • Hours of Operation <ul style="list-style-type: none"> ○ The proposal described the vendor's hours of operation and staff coverage 	2.5%	25
<ul style="list-style-type: none"> • The Vendor shall explain how it's organization, subcontractors, and staffing levels will best meet the performance standards required to perform properly. <ul style="list-style-type: none"> ○ The vendor should explain how it's organization, subcontractors, and staffing levels will best meet the performance standards required to perform properly. ○ It is also important to describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees. 	2.5%	25
SUBTOTAL	7.5%	75
PROGRAMMATIC TOTAL	50%	500

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

Criteria: Vendor's Financial Management Approach	Relative Value	Possible Points
Financial Audit <ul style="list-style-type: none"> ○ A copy of the most recent agency financial audit for the previous year and does it reflect that the agency is in sound financial condition. 	5%	50
<ul style="list-style-type: none"> • Revenue Source <ul style="list-style-type: none"> ○ The Provider's proposal includes an agency budget were sources of revenues are listed including source type and amount. 	10%	100
SUBTOTAL	15%	150

Criteria: Vendor's Budget and Match Requirement	Relative Value	Possible Points
<ul style="list-style-type: none"> • The local match requirement of 10% is included along with the source, type and amount. <ul style="list-style-type: none"> ○ The local match requirement of 10% must be supported by match commitment forms from the bidder or the donor. 	10%	100
<ul style="list-style-type: none"> • The Vendor provided a detailed budget narrative with costs that are allowable, reasonable, necessary and are consistent with the provision of the proposed services. <ul style="list-style-type: none"> ○ A detailed budget narrative must be included which provides an explanation and justification of all line items listed on the vendor's proposed budget and supports the budget as to allowability. 	25%	250
SUBTOTAL	35%	350
FINANCIAL TOTAL	50%	500

The maximum Cost Points awarded for this solicitation are: 1,000

5.3.1 Total Score of Proposals

The Procurement Officer will average the total programmatic point scores and the total financial point scores. The Procurement Officer will then add the programmatic proposal points score to the financial proposal point scores to obtain a total score. The Procurement Officer will use the total points to rank vendors.

For example:

Firm	Raw Points Received	Rank
Company A	900	2
Company B	1000	1
Company C	800	3*
Company D	750	5
Company E	800	3*

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

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

5.3.2 Conduct Evaluator Public Meeting

A public meeting will be held to announce and validate all evaluation scores.

5.3.3 Report of the Procurement Officer

The Procurement Officer will report those proposals deemed responsive and vendors deemed responsible. The report will include the vendor rankings.

5.3.4 Selection of Vendor(s), Decision to Reject All, or Cancel

The Department will make a determination to award to the vendor(s), reject all proposals, or cancel this procurement. The Department will notice, in writing, its decision on VBS:
http://vbs.dms.state.fl.us/vbs/main_menu

[This space intentionally left blank]

APPENDIX I: 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 RFP # _____, 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 RFP # _____.</p>	
Dated:	
Signature:	
Printed Name:	

APPENDIX II: VENDOR'S CERTIFICATIONS

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 RFP # _____ (the RFP), the facts regarding the proposal submitted by the vendor in response to the RFP and the truth of each statement contained in Certifications (a) through (f) 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 Proposal and Acceptance of Terms of RFP and Contract Document
		b. Statement of No Prohibited Involvement
		c. Statement Non-Collusion
		d. Certification Regarding Subcontractors
		e. Certification Regarding Prior Contractual Obligations
		f. Certification of Representations Per sections 287.133, and 287.134, F.S.
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>		
Signature of Authorized Representative:		Date:
a. Certification of Binding Proposal and Acceptance of Terms of RFP and Contract Document		
By checking the "True" box in the Master Certification and signing the same, I hereby certify that the vendor's proposal submitted in response to the Department of Children and Families Request for Proposals (the RFP) is binding on the vendor in accordance with the terms of the RFP. If awarded any contract as a result of the RFP, the vendor will comply with the specifications, terms, and conditions stated in the RFP and the contract document.		
b. Statement of No Prohibited 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 as described in sections 287.057(17)(c), 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.		
c. Statement of 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 RFP as principals are named therein, that the vendor's proposal is made without collusion with any other vendor.		
d. Certification Regarding Subcontractors		
By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor's agreement that by submitting a proposal to this RFP, the vendor waives any exclusivity provision in its subcontractor agreements.		
e. Certification Regarding Prior Contractual Obligations		
By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor <u>has not</u> :		
(1) Failed to correct any unsatisfactory performance in a previous contract to the satisfaction of any Agency or eligible user;		
(2) Had a contract terminated by any Agency or eligible user for cause; or		
(3) Failed to sign a contract awarded by any Agency.		

f. Certification of Representations Per Sections 287.042, 287.133 and 287.134, F.S.

By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor is not listed on the Suspended Vendors List maintained pursuant to Rule 60A-1.006, F.A.C., 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, and for Federal funds, not be listed on the governmentwide exclusions in the System for Award Management (SAM).

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 RFP # _____ (the RFP), the facts regarding the proposal submitted by the vendor in response to the RFP and the truth of each statement contained in Certifications (g) through (k) 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:

g. Certification of a Certified Minority Business Enterprise

h. Certification of a Certified Veteran Business Enterprise

i. Certification of a Florida Business

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

k. Certification of a Drug Free Workplace

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

Signature of Authorized Representative:	Date:
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g. 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.

h. Certification of a Florida Certified Veteran 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 Veteran Business Enterprise in accordance with section 295.187, F.S.

i. 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.

j. 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.

k. 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.

APPENDIX III: QUESTION SUBMITTAL FORM

Each vendor may complete the form provided based on its questions relating to this RFP. The completed form shall be submitted in accordance with the instructions provided in **Section 2.6** of the RFP. This form may be expanded as needed to facilitate response to this requirement.

Vendor Name: [Enter Legal Name of vendor]

Question Number	RFP Section Number	Question
1		
2		
3		
4		
5		

APPENDIX IV: SUBCONTRACTOR LIST

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

CHECK HERE IF NO SUBCONTRACTORS WILL BE UTILIZED:

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

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

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

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

[Duplicate table as necessary for additional subcontractors.]

APPENDIX V: BUDGET SUMMARY AND DETAIL INSTRUCTIONS

The project budget summary should display all costs to be paid by the Department for the delivery of services resulting from this RFP. 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 estimate. 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 to 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 section 112.061, Florida Statutes.
- Office expenses should be based on prior history, a reasonable estimated monthly expense, or written vendor policy.
- Rental or use of space must show the address, the square footage, and the rate per square footage.
- Rental equipment necessary to carry out the delivery of services must include the unit cost (per month) and the number of months the item(s) will be used.
- Insurance costs must provide sufficient documentation to explain the percentage of cost being charged to this project and the calculation of the cost and the insurance coverage being provided.
- Advertising/outreach costs must show the estimated number of units (publications or media events) and the estimated cost for each publication or event.
- Membership fees and subscriptions necessary for the delivery of services must show the estimated costs and number of units projected.
- Client education and training tools must provide the types of services to be provided, the estimated number of clients to be served, and the estimated unit cost of each service.
- Information Resource Technology (IRT) includes computers, monitors and other technology items costing less than \$1,000 each and must include a brief description of the item(s) to be purchased, the unit cost for each item and justification for each item. For recurring costs, must show the estimated unit cost for each

recurring cost associated with the delivery of services, including internet access, computer/network/printer maintenance, SAVE system access, etc.

- Subcontracted services such as janitorial services or security services must show the monthly rate and the number of months for which service is required.
- Subcontracted client services providing direct services to clients must include the vendor(s) to be subcontracted with, the services to be provided, the estimated number of clients to be served and the unit cost for service(s).
- Financial audits being covered in part or in whole with project funds must show the rate used to calculate this cost or the percentage of cost being allocated to this project.
- Operating capital outlay (OCO) to be purchased for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased.
- Office equipment (non-OCO) to be purchased under this contract (costing less than \$1,000 each) for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased. Purchases must be estimated in accordance with the State's guidelines found at <https://www.myfloridacfo.com/division/aa/Memos/default.htm>
- 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.

APPENDIX VI: PROJECT BUDGET SUMMARY

Vendor 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.	Advertising/Outreach	\$ -	
L.	Membership Fees & Subscriptions	\$ -	
M.	Client Educational and Training Tools	\$ -	
N.	Fixed Price Services	\$ -	
O.	Information Resource Technology	\$ -	
P.	Subcontracted Services	\$ -	
Q.	Subcontracted Client Services	\$ -	
R.	Financial Audit	\$ -	
Total Expense Category:			\$ -
Direct Costs Category			
S.	Operating Capital Outlay (OCO->\$1,000.00)		\$ -
T.	Indirect Costs _____% of Total Direct Costs		\$ -
Subtotal Direct Costs:			\$ -
Total Project Budget			\$ -

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

APPENDIX VII: PROPOSED COST ALLOCATION PLAN

for the

(Insert) CONTRACT YEAR

Line Item	This Application	Funding Source A	Funding Source B	Funding Source C	Total
Personnel Category					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
Fringe Benefits					
Staff Travel					
Sub-Contracted Services					
Office Expenses					
Operating Capital Outlay					
Rental or Use of Space					
Rental of Equipment					
Maintenance Agreements					
Insurance					
Membership Fees and Subscriptions					
Advertising					
Client Education and Training Tools					
Indirect Costs					
Total					

APPENDIX VIII: STANDARD CONTRACT PART I

Contract No. _____
CFDA No(s). _____
CSFA No(s). _____

Client Services Non-Client
Subrecipient Vendor
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". 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.

The Department and Provider agree as follows:

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, payable as provided in Section 3, 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, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

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

1.2.3 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: _____

1.2.4 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: _____

Per section 402.7305(1)(a), Florida Statutes (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 _____ or the last party signature date, 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. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4 Contract Document

This Contract is composed of the documents referenced in this section.

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.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, 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:

1.4.4.1 Exhibits A through ___;

1.4.4.2 Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.4.4.3 This Standard Contract;

1.4.4.4 Any documents incorporated into this Contract by reference;

1.4.4.5 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. 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. When such increase or decrease occurs, 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 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

The Deliverables are described in Exhibit D.

2.4 Performance Measures

2.4.1 The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-___.

2.4.2 To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance 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

measures, 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 measures, 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, 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 per Section 3.1 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 elsewhere specifies otherwise. Department 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. For 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 one 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.

3.3 Invoices

3.3.1 *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 *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. The parties agree that the penalties provided for under Section 6.1 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 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, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

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. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

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, Children and Families Operating Procedures (CFOPs), 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 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 may subcontract under this Contract*

4.3.3.1 *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. 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.*

4.3.3.2 *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.*

4.3.3.3 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.

4.3.4 *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 arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

4.4.3 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 Provider shall notify the Department's Contract Manager 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

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. 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, if the Provider 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:

4.13.1 A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

4.13.2 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.

4.13.3 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.

4.14 Employment Screening

4.14.1 The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference 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:

4.14.1.1 Employment history checks;

4.14.1.2 Fingerprinting for all criminal record checks;

4.14.1.3 Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.14.1.4 Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.14.1.5 Security background investigation, which may include local criminal record checks through local law enforcement agencies.

4.14.1.6 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 the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) 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 or sub-contract provider, 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 Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

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.) §§ 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:

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

5. RECORDS, AUDITS AND DATA SECURITY

5.1 *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. 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. 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.

5.1.2 *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 *At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 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.*

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

5.1.5 *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.).*

5.1.6 *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.*

5.2 *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 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 direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

5.3 Provider's Confidential and Exempt Information

5.3.1 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, upon written request of the Department, shall promptly provide 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.

5.3.2 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 the following standards:

5.3.2.1 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.

5.3.2.2 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 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, 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.

5.3.3 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.

5.4 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 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 § 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.

5.5 Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

5.5.1 An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

5.5.2 The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

5.5.3 All who request or have access, through the Provider's access, to Department information systems or any client or other confidential 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.

5.5.4 The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.5.5 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 potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.5.6 The Provider shall, at its own cost, comply with 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 potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.6 Public Records

5.6.1 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. As required by section 287.058(1)(c), F.S., 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.

5.6.2 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:

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

5.6.2.2 Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

5.6.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Department.

5.6.2.4 Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.

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., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (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. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.*

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, in accordance with the following standards.*

6.1.2.1 *Noncompliance that is determined by the Department 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.*

6.1.2.2 *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.*

6.1.2.3 *Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.*

6.1.3 *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 one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period 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' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. 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. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:*

6.2.5.1 *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*

6.2.5.2 Had a contract terminated by the Department for cause.

6.2.6 In the event of termination under Sections 6.2.1 or 6.2.3, 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 been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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.

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

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department 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.

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-1.045, 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 of the Immigration and Nationality Act (8 U.S.C. § 1324a) 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. Employees 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

These requirements shall apply to the Provider and 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.

7.13.1 The Provider shall comply with the provisions 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.

7.13.2 The Provider shall not 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.

7.13.3 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, 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 Federal Funds are used to fund 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 \$150,000 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 (2 CFR, Part 1500). 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 _____. 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.

8.1.6 If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.1.7 If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2 Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

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

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>.

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 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 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, such Provider and subcontractor shall each designate a Single-Point-of-Contact 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 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 and 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 is available 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 training on [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 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, 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 CFR § 205.

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.

9.5 Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

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

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

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

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

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

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

Federal Tax ID # (or SSN): _____

Provider Fiscal Year Ending Date: ____/____/____.

APPENDIX IX: STANDARD CONTRACT PART 2

EXHIBIT A – SPECIAL PROVISIONS

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

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

There are no supplements or modifications to the provisions of this section of the CF Standard Contract 2019, Part 1 of 2.

A-2. STATEMENT OF WORK

There are no supplements or modifications to the provisions of this section of the CF Standard Contract 2019, Part 1 of 2.

A-3. PAYMENT, INVOICE AND RELATED TERMS

There are no supplements or modifications to the provisions of this section of the CF Standard Contract 2019, Part 1 of 2.

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1. 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.

A-4.2. 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 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.

A-4.2.1. 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.

A-4.2.2. No later than twelve months following the Department's original acceptance of a plan and every twelve 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.

A-4.2.3. The Department agrees to respond in writing within 30 days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

A-5. RECORDS, AUDITS AND DATA SECURITY

There are no supplements or modifications to the provisions of this section of the CF Standard Contract 2019, Part 1 of 2.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

There are no supplements or modifications to the provisions of this section of the CF Standard Contract 2019, Part 1 of 2.

A-7. OTHER TERMS

A-7.1. Program or Service Specific Terms

This contract falls under the APS, CCDA. Service specific terms used in this document are defined as follows:

A-7.1.1. Activities of Daily Living - Basic activities performed in the course of daily living, such as dressing, bathing, grooming, eating, using a commode or urinal, and ambulating around one's own home.

- A-7.1.2.** APS - APS is the State agency that provides funding for the CCDA program.
- A-7.1.3.** CCDA – Community Care for Disabled Adults.
- A-7.1.4.** Case Management - a client centered series of activities which includes planning, arrangement for and coordination of appropriate community-based services for an eligible Community Care for Disabled Adult client and is an approved service. It includes intake and referral, comprehensive assessment, development of a service plan, arrangement for service and monitoring of client's progress to assure the effective delivery of services and reassessment.
- A-7.1.5.** Client - Any person who is eligible and is at least eighteen (18) years through age fifty-nine (59), has one (1) or more permanent physical or mental limitations that restrict the client's ability to perform normal activities of daily living, and impede the client's capacity to live independently or with relatives or friends without the provision of community-based services.
- A-7.1.6.** Consumable Medical Supplies are disposable supplies used by the recipient that are essential to care for recipient's needs. Such supplies enable a recipient to either perform activities of daily living or stabilize and monitor a health condition.
- A-7.1.7.** Homemaker Service - Is the performance of or assistance in accomplishing household tasks including housekeeping, meal planning and preparation, shopping assistance, and routine household activities by a trained homemaker.
- A-7.1.8.** Personal Care Services - Individual assistance with or supervision of essential activities of daily living, such as bathing, dressing, ambulating, supervision of self-administered medication, eating, and assistance with securing health care from appropriate sources. Personal care services shall not be construed to mean the provision of medical, nursing, dental or mental health services by the personal care service staff.
- A-7.1.9.** Home Delivered Meals- Provide meals delivered to the home for those who have difficulty shopping for groceries or preparing nutritious meals.
- A-7.1.10.** Nursing Services- Nursing services must be rendered by registered nurses or licensed practical nurses who work under the supervision of a registered nurse. Care and treatment will include medication supervision, health education and counseling, nutritional advice, act as a liaison with the participant's personal physician and caregiver or family, coordinate provision of all other needed health services, and supervision of self-care services oriented toward activities of daily living and personal hygiene as provided by program aides in this service area.

A-7.2. Fees

- A-7.2.1.** The case management provider will collect fees for services provided according to Rule 65C-2.007, F.A.C.
- A-7.2.2.** No fees shall be assessed other than those established by the Department. Fees collected in compliance with the department directives will be reinvested in a manner prescribed by the Department.

A-7.3. Policy and Procedures Manuals

Comprehensive Policy and Procedures Manuals must be developed and maintained by the provider. All manuals must include the specific requirements necessary to address accounting, purchasing, personnel and programmatic components of the agency's current business practices. All manuals should contain an overview page describing the purpose of the manual, a table of contents, numbered pages, be revised/updated regularly and should reflect approval (with date) by the board of directors (or designee).

A-8. FEDERAL FUNDS APPLICABILITY

There are no supplements or modifications to the provisions of this section of the CF Standard Contract 2019, Part 1 of 2.

A-9. CLIENT SERVICES APPLICABILITY

There are no supplements or modifications to the provisions of this section of the CF Standard Contract 2019, Part 1 of 2.

EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

This is a five-year contract, pursuant to the APS program established under the authority of sections 410.601-410.606, F. S., Chapter 65C-2, Florida Administrative Code (F.A.C.), and the annual appropriations act, with any proviso language or instructions to the Department, constitute the legal basis for services to be delivered through the CCDA program. In addition, the Provider shall provide in-home services to all eligible permanently disabled adults aged 18-59 who are in need of assistance to maintain reasonably independent lives in the community in Broward County.

B-2. MAJOR CONTRACT GOALS

The goal of the CCDA Program is to prevent unnecessary institutionalization of disabled adults aged 18-59 through the provision of Case Management Services to coordinate such in-home community-based services as Homemaker Services, Personal Care Services and Home Delivered Meals because the program is designed to serve totally and permanently disabled persons who are not eligible for assistance from other programs and it fills the gap in the services for adults with disabilities.

B-3. SERVICE AREA/LOCATIONS/TIMES

The Provider for this service must be able to provide both coordination and delivery of in-home community-based services based on the identified days and times in the care plan. If the Provider can only provide coordination, they will have to have the ability to coordinate with home health agencies the delivery of in-home community-based services based on the days and times in the care plan.

SERVICE	LOCATION	TIME	FISCAL YEAR
Case Management	Client's Home & Provider's Office	Determined by care plan	From FY 2021-2022 To FY 2025-2026
Home Delivered Meals	Client's Home	Determined by care plan	From FY 2021-2022 To FY 2025-2026
Homemaker	Client's Home	Determined by care plan	From FY 2021-2022 To FY 2025-2026
Personal Care	Client's Home	Determined by care plan	From FY 2021-2022 To FY 2025-2026
Nursing Services	Client's Home	Determined by care plan	From FY 2021-2022 To FY 2025-2026
Consumable Medical Supplies	Client's Home	Determined by care plan	From FY 2021-2022 To FY 2025-2026

Details of the service(s) to be provided under this contract and the negotiated parameters of those services are included in the descriptions and minimum requirements for each service listed in CFOP 140-8, CCDA Operating Procedures".

B-3.1. Changes in Location

The Provider must notify the Department of changes in the location of service delivery. Once the service delivery location is agreed upon, any proposed change must be presented in writing to the Contract Manager for approval, (15) working days prior to implementation of that proposed change. In the event of an emergency, temporary changes in location may necessitate waiver of this designated standard by the Region's program office. Such a waiver will take into consideration the continuity, safety, and welfare of the Department's clients, and is at the Department's sole discretion.

B-4. CLIENTS TO BE SERVED

Adults with disabilities, aged 18 through 59, who are no longer eligible to receive children's services and are not eligible for the Long Term Care Managed Care Program, may be served under the provisions of this contract.

B-5. CLIENT ELIGIBILITY

B-5.1. Applicants must have one or more permanent physical or mental limitations, that restrict the ability to perform normal activities of daily living, as determined through the initial functional assessment and medical documentation of disability. Determination of a permanent disability must be established and evidenced in one of the following manners:

B.5.1.1. An applicant may present a check, awards letter, or other proof showing receipt of Social Security Disability Income, or some other disability payment (e.g., Worker's Compensation); or

B.5.1.2. An applicant may present a written statement from a licensed physician, licensed nurse practitioner, or mental health professional, which meets the Region's criteria for evidence of a disability. This written statement must, at

a minimum, include the applicant's diagnosis, prognosis, a broad explanation of level of functioning, and the interpretation of need for services based on identified functional barriers caused by the applicant's disabling condition.

- B-5.2.** Applicants must have an individual income at or below the prevailing Medicaid Institutional Care Program eligibility standard in order to receive free CCDA services.
- B-5.3.** Applicants with incomes above the standard will be assessed a fee for a share of the costs or may be required to provide volunteer services in lieu of payment.

B-6. CLIENT DETERMINATION

- B-6.1.** Clients will be assessed for eligibility determination, and prioritized for services by Department case management staff, in accordance with section 410.604 (2), F.S.
- B-6.2.** The APS Program Office will make the final determination of client eligibility and service authorization.

B-7. EQUIPMENT

The Provider will be responsible for supplying, at its own expense, all equipment necessary to perform under, conduct and complete the contract, including but not limited to computers, telephones, copier and fax machines, including supplies and maintenance, as well as needed office supplies.

B-8. CONTRACT LIMITS

- B-8.1.** The total annual cost estimated or actual, for an individual receiving CCDA services, shall not exceed the average, annual general revenue portion of a Medicaid nursing home bed within the Regional area.
- B-8.2.** Clients must not be receiving comparable services from any other entity. In order to prevent duplication of services, client files must contain documentation verifying that all comparable community services and funding sources have been explored and exhausted.
- B-8.3.** To the extent that funds are available, the Provider will receive referrals for clients on whom the Human Service counselors have completed an Adult Services Screening for Consideration for Community Based Services.

The following task limits apply to the services specified in **Section B-3** above.

- B-8.3.1.** Case Management provides ongoing assessment of the client's needs, ongoing review of the care plan and the client's satisfaction with the services provided. Case Management consists of identifying, organizing, documenting, coordinating, monitoring and modifying services needed by the client. Case Management requires extensive knowledge of the existing service network and the skills and the willingness to seek out additional service options that may benefit the client. Case Management must maintain at a minimum, monthly telephone contact with the client to verify satisfaction and receipt of services; review the care plan in a face to face visit every three (3) months and if necessary, update the client's care plan and have an annual face to face visit with the client to complete the annual assessment and determine the client's functional status; satisfaction with services; changes in service needs and develop a new care plan. The Case Manager must clearly document in the case narrative the above scheduled visits to the client. The Case Manager may combine the quarterly visits with the monthly contact requirement.
- B-8.3.2.** Home Delivered Meals are for clients who have difficulty in shopping for groceries or preparing meals and have no caregiver capable of providing the services. A choice of meals from a menu provided in advance should be provided to the client. The meals should be appropriate for the client and they are satisfied with the meals.
- B-8.3.3.** Homemaker service time does not include time spent in transit to and from the client's place of residence except when providing shopping assistance, performing errands or other tasks on behalf of the client.
 - B-8.3.3.1.** Aides providing Homemaker services must not engage in work that is not specified in the care plan; accept gifts from clients; lend or borrow money or articles from clients; handle money, unless authorized in writing by a supervisor or Case Manager (documented in the personnel file) and unless bonded or insured by the employer and transport clients, unless authorized in writing by a supervisor or Case Manager.

- B-8.3.4.** Personal Care services will not substitute for the care usually provided by a registered nurse, licensed practical nurse, therapist or home health aide. The personal care aide will not change sterile dressings, irrigate body cavities, administer medications or perform other activities prohibited by Chapter 59A-8, F.A.C.
- B-8.3.5.** Consumable Medical Supplies are disposable supplies used by the recipient that are essential to care for recipient's needs. Such supplies enable a recipient to either perform activities of daily living or stabilize and monitor a health condition.
- B-8.3.6.** Nursing Services is a part-time or intermittent nursing care administered to a client by a licensed professional or practical nurse or advanced registered nurse practitioner, as defined in Chapter 464, F.S. A physician's prescription/plan of treatment is required to obtain home Nursing Services. Nursing Services rendered in the home shall include observation, assessment, nursing diagnosis, care, health teaching and counseling, maintenance of health, prevention of illness, administration of medically prescribed medications and treatments, and the supervision and teaching of others in the performance of nursing tasks. Nursing Services will not be rendered in hospitals, skilled nursing or intermediate care facilities
- B-8.3.7.** Other parameters of services delivery, by type of service; are detailed in the "CFOP 140-8.

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EXHIBIT C - TASK LIST

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

C-1. SERVICE TASKS

- C-1.1.** Service Providers will ensure that appropriate community-based services are provided to clients in a manner designed to meet the client's changing needs, to assist the client in avoiding or reducing unnecessary dependence on the delivered service(s), and to increase the client's self-reliance.
- C-1.2.** The following tasks shall be performed under this contract include:
 - C-1.2.1.** Case Management
 - C-1.2.2.** Personal Care
 - C-1.2.3.** Homemaker
 - C-1.2.4.** Home Delivered Meals
 - C-1.2.5.** Nursing Services
 - C-1.2.6.** Consumable Medical Supplies
- C-1.3.** Each CCDA program must include case management services and at least one other service.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing Requirements

- C-2.1.1.** The Provider will meet the minimum staffing requirements for each service, as specified in CFOP 140-8.
- C-2.1.2.** The Provider will notify the Department, in writing, within 30 calendar days whenever the Provider is unable, or expects to be unable to provide the required quality or quantity of service due to staff turnovers or shortages.

C-2.2. Professional Qualifications

The Provider will ensure that staff meets the professional qualifications for each service, as specified in CFOP 140-8.

C-2.3. Staff Changes

The Provider agrees to notify the Department's Contract Manager within two working days if a key administrative position (e.g., executive director) becomes vacant. Planned staffing changes that may affect service delivery, as stipulated in this contract, must be presented in writing to the Contract Manager for approval at least ten working days prior to the implementation of the change.

C-2.4. Subcontracting

This contract allows the Provider to subcontract for the provision of all services under this contract, subject to the provisions of Section 4.2 of CF Integrated Contract. **The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor.** Written requests by the Provider to subcontract will be routed through the Contract Manager for Department approval.

C-2.5. Records and Documentation

The Provider shall complete and submit the Reports as described in **TABLE 1 - REPORTS**.

- C-2.5.1.** Providers shall maintain information on each client served by this contract, which includes the following:
 - C-2.5.1.1.** Documentation of the client by name or unique identifier;
 - C-2.5.1.2.** Current documentation of eligibility for services;
 - C-2.5.1.3.** Dates of service provision, delivery and service billing;
 - C-2.5.1.4.** Information documenting the client's need to receive services;
 - C-2.5.1.5.** Information documenting the client's need for service increase;
 - C-2.5.1.6.** The number of service units provided; and
 - C-2.5.1.7.** All other forms or records necessary for program operation and reporting, as set forth by the Department

- C-2.5.2.** Case Management Provider individual client files shall contain the following:

- C-2.5.2.1.** A completed APS Client Assessment (not more than one [1] year old);
 - C-2.5.2.2.** An APS Program Office approved CCDA Care Plan Services (**EXHIBIT C-2.5.2.2.1**) (not more than [1] year old);
 - C-2.5.2.3.** An APS Program Office approved Request for Approval of CCDA Care Plan Services Increase (when needed) (**EXHIBIT C-2.5.2.3.1**).
 - C-2.5.2.4.** A Department release of information form;
 - C-2.5.2.5.** A copy of a completed Adult Services Information System (ASIS) printout;
 - C-2.5.2.6.** Documentation of the client's age, disability, and income;
 - C-2.5.2.7.** A completed and scored copy of the Adult Services Screening for Consideration for Community Based Services; and
 - C-2.5.2.8.** An ongoing, specific dated case narrative section.
- C-2.5.3.** Providers must ensure that all client records accurately match the invoices submitted for payment. Records must cross reference to each invoice for payment.
- C-2.5.4.** Providers must maintain documentation necessary to facilitate monitoring and evaluation by the Department.
- C-2.5.5.** The Case Management Provider must maintain documentation in the client's file that all comparable community services and funding sources have been explored and exhausted before using CCDA funding.

C-2.6. Reports (programmatic and to support payment)

TABLE 1 - REPORTS				
Report Title	Reporting Frequency	Report Due Date	# of Copies Due	Department Office to Receive Report
Monthly Cumulative Summary Reports (EXHIBIT C-2.6.1.1)	Monthly	30 th day of each month immediately following the month being reported	One (1) to Each Person May be Sent via e-mail	Contract Manager 1400 West Commercial Blvd. Suite 210K Fort Lauderdale, Fl. 33309
CCDA Performance Data Monthly Report (EXHIBIT C-2.6.3.1)	Monthly	30 th day of each month immediately following the month being reported	One (1) to Each Person May be Sent via e-mail	Contract Manager 1400 West Commercial Blvd. Suite 210K Fort Lauderdale, Fl. 33309
CCDA Performance Data Annual Report (EXHIBIT C-2.6.3.2)	Annually	45 th day of the month following the end of each Fiscal Year Contract Period	One (1) to Each Person May be Sent via e-mail	Contract Manager 1400 West Commercial Blvd. Suite 210K Fort Lauderdale, Fl. 33309
Invoice (EXHIBIT F-2.1.1)	Monthly	30 th day of each month immediately following the month being reported	One (1) to Each Person May be Sent via e-mail	Contract Manager 1400 West Commercial Blvd. Suite 210K Fort Lauderdale, Fl. 33309
Civil Rights Compliance Checklist	Annually	Within 30 days of contract execution and annually thereafter	One (1) hard copy. May be Sent via e-mail	Contract Manager 1400 West Commercial Blvd. Suite 210K Fort Lauderdale, Fl. 333

TABLE 1 - REPORTS				
Report Title	Reporting Frequency	Report Due Date	# of Copies Due	Department Office to Receive Report
Proof of Liability Insurance	Annually	Within 30 days of contract execution and annually thereafter	One (1) hard copy. May be Sent via e-mail	Contract Manager 1400 West Commercial Blvd. Suite 210K Fort Lauderdale, Fl. 33309
Support of the Deaf and Hard of Hearing as specified in Section 9.3 of the CF Standard Contract 2018, Part 1 of 2	Monthly	30 th day of each month immediately following the month being reported	The Office of Civil Rights Form Site: https://fs16.formsnet.com/DCFTraining/Monthly-Summary-Report/form_login.html	E-Mail Verification Receipt from System to Contract Manager:
Emergency Preparedness Plan	One Time or Annually when updated	Within 30 days of contract execution.	One (1) hard copy. May be Sent via e-mail	Contract Manager & APS Program Office 1400 West Commercial Blvd. Suite 210K Fort Lauderdale, Fl. 33309

Reporting requirements for this contract include:

- C-2.6.1.** The Monthly Cumulative Summary Reports (**EXHIBIT C-2.6.1.1**), if applicable. Regions will negotiate with the Provider on specific submission requirement criteria for these reports.
- C-2.6.2.** Providers of case management services agree to submit Monthly Cumulative Summary Reports, which include management program data (e.g., client identifiable data) to the Department, according to negotiated instructions provided by the APS Program Office.
- C-2.6.3.** The CCDA Performance Data Monthly Report (**EXHIBIT C-2.6.3.1**) and the CCDA Performance Data Annual Report (**EXHIBIT C-2.6.3.2**) verifying enrolled active clients and nursing home placement data.
- C-2.6.4.** In the event of early termination of this contract, the Provider will submit the final Monthly Cumulative Summary Report within forty-five (45) days after the contract is terminated.
- C-2.6.5. Acceptance of Reports:** Where the contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance in writing of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the contract. The Department, at its option, may allow additional time within which the Provider may remedy the objections noted by the Department or the opportunity to complete, make adequate, or acceptable, or declare the resulting contract to be in default.

C-3. STANDARD CONTRACT REQUIREMENTS

Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.

C-3.1 Provider Unique Activities

- C-3.1.1.** The Provider will be required to use volunteers to the fullest extent feasible in the provision of services and program operations. The Provider is required to train, supervise, and appropriately support all volunteers with insurance coverage.

- C-3.1.2.** The Provider will maintain an accurate and current active caseload list.
- C-3.1.3.** The Provider will maintain a current monthly billing ledger of all Provider claims submitted to the case management agency or Adult Program Services (APS) local office, including all corrected claims and adjustments to claims for services that were delivered to clients being served through this contract.
- C-3.1.4.** The Provider will notify the case management agency or APS local office of all service terminations, service increase requests and monthly expenditure trends with regards to the terms of this contract.
- C-3.1.5.** The Provider will explain to each individual requesting consideration for CCDA services that the program maintains a centralized Waiting List on which the individual will be placed according to his or her score received through an APS Screening conducted by an APS Counselor.
- C-3.1.6.** The Provider shall provide to individuals requesting services a contact name and phone number to the nearest APS Regional Program Office.

C-3.2. Case Management Provider Unique Activities

- C-3.2.1.** The case management Provider will accept all referrals through the APS Services Regional Program Office.
- C-3.2.2.** The case management Provider will complete ongoing face-to-face assessments on all pre-screened individuals referred by the APS Regional Program Office for service consideration and program application, using the Adult Services Client Assessment, CF-AA 3019.
- C-3.2.3.** The case management Provider will maintain an accurate and current active caseload list.
- C-3.2.4.** The CCDA case management Provider will maintain a current monthly billing ledger of all Provider claims submitted to the agency or the APS local office, including all corrected claims and adjustments to claims for services that were delivered to consumers being served through this contract
- C-3.2.5.** The CCDA case management agency will notify the APS local office of all service terminations, service increase requests and monthly expenditure trends with regards to the terms of this contract.
- C-3.2.6.** The case management Provider will explain to each individual requesting consideration for CCDA services that the program maintains a centralized Waiting List on which the individual will be placed according to their score received through an APS Screening.
- C-3.2.7.** The case management Provider shall provide to individuals requesting services a contact name and phone number to the APS Regional Program Office.

C-3.3. Coordination with Other Providers/Entities

The case management Provider must coordinate, as necessary, with the Agency for Persons with Disabilities, the Department of Children and Families, the Department of Education, the Department of Elder Affairs and the Department of Health to serve those clients who are eligible for services through two (2) or more service delivery continuums.

C-3.4. 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.

C-3.5. 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 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. **(See TABLE 1-REPORTS).**

- C-3.5.1.** 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.
- C-3.5.2.** No later than twelve months following the Department's original acceptance of a plan and every twelve months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.
- C-3.5.3.** The Department agrees to respond in writing within 30 days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

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**EXHIBIT C-2.5.2.2.1
CCDA CARE PLAN SERVICES**



CCDA CARE PLAN SERVICES

CLIENT NAME: _____

CASE MANAGER: _____

SOCIAL SECURITY #: _____

DATE OF INITIAL CARE PLAN: _____

GOAL (check all goals that apply):

CARE PLAN REVIEW DATE (initial for each Review):

1. Self Support 2. Prevent abuse/neglect/exploitation 3. Prevent institutionalization
4. Institutionalization 5. Personal goals 6. Other: _____

Problems			Desired Outcomes	Service and Provider (Formal and Informal)	Pattern of Delivery (Frequency & Duration)		Date Service Began (B) Ended (E)	Date Problem Resolved (RS) Revised (RV)
No.	Date	Problem			Need	Actual		

This Care Plan has been discussed with me (client) and/or significant family members or friends and I accept the services described in the plan. (For Medicaid Waiver Clients, also read) I accept the service described and discussed with me in this Care Plan instead of nursing home Placement.

CLIENT/RESPONSIBLE PARTY: _____

DATE: _____

CASE MANAGER: _____

DATE: _____

**EXHIBIT C-2.5.2.3.1
REQUEST FOR APPROVAL OF CCDA CARE PLAN SERVICES INCREASE**

Part I: Recipient Information

Name: Last name, first name, middle name or initial	Date of birth:
Social security number:	Medicaid/Medicare Medical assistance number:
Current Address:	Address where services will be received:
County:	County:
Status (Transfer/Existing): If individual is a transfer, indicate originating district/agency: If individual is an existing consumer with your agency, indicate current monthly authorized units of service by service type(s):	Describe reason for service funding increase. An Adult Services client reassessment was completed on _____ by _____ and respective revised care plan revisions made on _____ by _____, to reflect that this Recipient is justifiably in need of increased Service(s) based on (check all situations which apply): <input type="checkbox"/> Failing Support System <input type="checkbox"/> Decrease in Functional Capacity <input type="checkbox"/> Rapidly Deteriorating Health
Medicaid waiver eligibility date: _____	

Provider Information

Agency name:	Agency contact person:
Agency address:	Phone: _____ Fax: _____ E-mail address:

Part II: Summary of Recipient's Presenting Situation. (Refer to form instructions for details about the type of information required here. Use the space below or include attachment.)

Part III: Proposed New Service Request. (Please indicate the new care plan services being requested and the corresponding, anticipated service start dates.)

Service	Anticipated start & end date	Service	Anticipated start & end date

--	--

Part IV: Specific Description of Proposed New Service(s) As Tailored To Meet Recipient’s Need. (Refer to the form instructions for details about the type of information required here. Use the space below or include attachment.)

Part V: Cost Detail for Proposed New Care Plan Service(s).

A. Attach a Cost Detail page for each service requested in Part III. Each Cost Detail page should reflect the total annual cost of serving the consumer for that service type.

Part VI: Care Plan Modification of Number of Service Units. The Budget Entity Team will not consider authorization to increase service unit quantity of an authorized service on a Recipient’s care plan for any of the following documented reasons unless this section is accurately and fully completed.

[To justify unit service rates, please present comparative information: unit rate quotes from a minimum of three other service agencies providing this same service within a ten mile radius; reasons for choosing this specific provider; a statement attesting to the fact that selected provider is a sole source provider of this service in this geographic area, etc. Attach information as necessary (e.g., agency administrative costs, your agency salary scale, etc.). Refer to the form instructions.]

Failing Support System: List proposed add-on number of monthly service units by service component with annualized service costs projected to safely maintain Recipient at home and to ameliorate this risk factor.

Decrease in Functional Capacity: List proposed add-on number of monthly service units by service component with annualized service costs projected to safely maintain Recipient at home and to ameliorate this risk factor.

Rapidly Deteriorating Health: List care plan add-on number of monthly service units by service component with annualized service costs projected to safely maintain Recipient at home and to ameliorate this risk factor.

Part VII. Signatures. (Please note: Final approval of all requests for Care Plan increases rest with the Budget Entity Team. Providers will receive an Award Letter from the Budget Entity Team (or one of its members) when the plan has been approved.)

Provider Agency: (Signature indicates that the information presented in this Request for Care Plan Services Increase and attachments are accurate and complete.)	Date:
Recipient/Representative: (Signature indicates that the Recipient/Representative has reviewed the Request for Care Plan Services Increase and attachments.)	Date:
District/Regional Program Staff: (Signature indicates that the district/regional program staff and provider have agreed upon the services to be funded.)	Date:

District/Regional Adult Services Program Director: (Signature indicates district/regional approval of the Service Funding Plan.)	Date:



**EXHIBIT C-2.6.1.1
CCDA MONTHLY CUMULATIVE SUMMARY REPORT**

REPORT MONTH: _____

DCF CIRCUIT/REGION: _____

PROVIDER NAME: _____

ANNUAL ALLOCATION: _____

PROVIDER BILLING FOR SERVICES DELIVERED TO DEPARTMENT CCDA CONSUMERS

	Recipient Name	ID #	CCDA Service Received (one line per service)	Date(s) of Service (by service)	Monthly # Units Billed (per service)	Cost Per Unit (by service)	Total Monthly Costs Billed (by service)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
				TOTAL MONTHLY ALLOCATION EXPENDITURES _____			

Person Completing This Report

Date

REPORT DUE TO THE DISTRICT THE 30TH DAY OF THE MONTH
IMMEDIATELY FOLLOWING THE MONTH BEING REPORTED ON

(Name and Position Title)

Provider End Balance: _____

Circuit/Region End Balance: _____

EXHIBIT C-2.6.3.1
PERFORMANCE DATA MONTHLY REPORT



Agency/County Reporting _____

Reporting Month/Year _____ / _____

CCDA Active Clients:	
CCDA Total Clients Served YTD:	
CCDA Active Clients receiving Case Mgmt. and One Other In-Home Service:	
CCDA Active Clients Abused, Neglected or Exploited:	
Monthly Nursing Home Placements:	
Nursing Home Placements YTD:	

Prepared By: _____ Date: _____

Phone Number: _____

DUE THE 30TH OF EACH MONTH

**EXHIBIT C-2.6.3.2
PERFORMANCE DATA ANNUAL REPORT**



Agency/County Reporting _____

Reporting Fiscal Year _____

CCDA Active Clients at the end of the Fiscal Year:	
CCDA Total Clients Served YTD at the end of the Fiscal Year:	
%^A of CCDA Active Clients receiving Case Mgmt. & One Other In-Home Service at the end of the Fiscal Year:	
% of CCDA Active Clients Suspected of being Abused, Neglected or Exploited referred to the Hotline at the end of the Fiscal Year:	
% of CCDA Active Clients placed in a Nursing Home at the end of the Fiscal Year:	
% of CCDA Active Clients Satisfied with Service Delivery at the end of the Fiscal Year:	

Prepared By: _____ **Date:** _____

Phone Number: _____

DUE THE 45TH DAY OF THE MONTH FOLLOWING THE END OF THE FISCAL YEAR CONTRACT

EXHIBIT D – DELIVERABLES

D-1. SERVICE UNITS

- D-1.1.** A service unit is one hour of direct service delivery as defined in **Section C-1.2** and is applicable to **Sections D-2.2.1-D-2.2.5**.
- D-1.2.** A service unit is one meal delivered of a home delivered meal as defined in **Section C-1.2** and is applicable to **Section D-2.2.6**.

D-2. CRITERIA FOR ACCEPTANCE OF DELIVERABLES

- D-2.1.** The Provider shall demonstrate compliance with the service unit targets in **Section D-1** through the submission of the Performance Data Monthly Report as specified in **Section C-2.6.3**.
- D-2.2.** **During the period of the contract from 01/1/2020 – 6/30/2025**, the Provider shall attain service targets described below and summarized in **TABLE 2**.
- D-2.3.1.** The Provider shall deliver Personal Care Services to a minimum of **seven** individuals in each month for the lifetime of the contract.
- D-2.3.2.** The Provider shall deliver Home Maker Services to a minimum of **seven** individuals in each month for the lifetime of the contract.
- D-2.3.3.** The Provider shall deliver Case Management Services to a minimum of **seven** individuals in each month for the lifetime of the contract.
- D-2.3.4.** The Provider shall deliver Nursing Services to a minimum of **two** individuals in each month for the lifetime of the contract.
- D-2.3.5.** The Provider shall deliver Consumable Medical Supplies to a minimum of **four** individuals in each month for the lifetime of the contract.
- D-2.3.6.** The Provider shall deliver Home Delivered Meals to a minimum of **four** individuals in each month for the lifetime of the contract.

TABLE 2 - SERVICE SUMMARY

Service Targets	Minimum # Units	Duration	Program Year 1	Program Year 2	Program Year 3	Program Year 4	Program Year 5	Program Lifetime
D-2.3.1. Personal Care Services		Month						
D-2.3.2. Homemaker Services		Month						
D-2.3.3. Case Management Services		Month						
D-2.3.4. Nursing Services		Month						
D-2.3.5. Consumable Medical Supplies		Month						
D-2.3.6. Home Delivered Meals		Month						

D-4. SERVICE TARGETS

During the lifetime of this contract, the Provider shall demonstrate 100% of the Criteria for Acceptance of Deliverables in **Section D-2** and summarized in **TABLE 2 – SERVICE SUMMARY**, are met each month.

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1. MINIMUM PERFORMANCE MEASURES

- E-1.1. Ninety percent (**90%**) of active clients with disabilities receiving services will not be placed in a nursing home by the end of the contract period.
- E-1.2. Ninety percent (**90%**) of active clients will be satisfied with service delivery by the end of the contract period. **Note the provider will develop a survey approved by the Contract Manager in order to track this performance measure.**
- E-1.3. One-hundred percent (**100%**) of active clients who are suspected of being a victim of abuse, neglect or exploitation will be reported to the Abuse Hotline and an incident report will be sent to the Case Manager and copied to the APS Specialist and Contract Manager.
- E-1.4. One-hundred percent (**100%**) of active clients served through this contract will be provided case management and at least one other CCDA in-home service each month.

E-2. DESCRIPTION OF PERFORMANCE MEASUREMENT TERMS

Placed - The result of an assessment of an individual who is no longer able to remain in their present place of residence. (To place a client involves preparation for and follow up of moving a client into a more restrictive alternative living environment).

E-3. PERFORMANCE EVALUATION METHODOLOGY

The calculation of the performance standards shall be determined annually for each Fiscal Year (FY) within the contract period. For any and all performance measures suggested in the proposal, the following format shall be used:

E-3.1. The calculation for the sample performance standard detailed in **Section E-1.1** is

# of active clients not admitted to nursing home	≥	90%
# of active clients receiving services		

E-3.2. The calculation for the sample performance standard detailed in **Section E-1.2** is:

# of active clients satisfied with service delivery	≥	90%
# of active clients receiving services		

E-3.3. The calculation for the sample performance standard detailed in **Section E-1.3** is:

# of active clients suspected of being abused, neglected or exploited.	=	100%
# of active clients reported to the Abuse Hotline		

E-3.4. The calculation for the sample performance standard detailed in **Section E-1.4** is:

# of active clients provided case management and one other CCDA in-home service	=	100%
# of active clients receiving case management and one other CCDA in-home service.		

E-4. PERFORMANCE STANDARDS STATEMENT

E-4.1. By execution of this contract the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards as negotiated with the Department and shall be bound by the conditions set forth in the contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed 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.

E-4.2. The Department may conduct random surveys or contract with an outside entity to conduct random or structured surveys during the term of the contract to gauge a variety of factors including client satisfaction, location, Provider responsiveness, professionalism, and cultural and linguistic accommodations.

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EXHIBIT F - METHOD OF PAYMENT

F-1. PAYMENT CLAUSE

- F-1.1. This is a fixed price (unit cost) contract. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed _____, subject to the availability of funds. The annual contract totals shall be _____ for **State Fiscal Year** _____, _____ for **State Fiscal Year** _____, _____ for **State Fiscal Year** _____, _____ for **State Fiscal Year** _____, and _____ for **State Fiscal Year** _____ subject to the availability of funds.
- F-1.2. The Provider agrees to provide local matching funds in the amount of ____ for **State Fiscal Year** , _____ for **State Fiscal Year**, _____ for **State Fiscal Year**, _____ for **State Fiscal Year**, _____ for **State Fiscal Year**, and _____ for **State Fiscal Year**, totaling _____ for the contract period. Cash or in kind resources may be used to meet this match requirement.
- F-1.3. The Department shall make payments to the Provider for the provision of services up to the maximum number of units of service at the rates shown below. The Department shall make payments to the Provider for the provision of services up to the maximum number of units of service at the rates shown below.
- F-1.4. The Department agrees to pay for the service units for each fiscal year at the unit prices and limits listed below. A Service Unit is defined as one (1) hour of service for Case Management, Homemaker and Personal Care and as one meal delivered for a Home Delivered Meal as described in CFOP 140-8.
 - F-1.4.1. **During the period of the contract from** , the Department will pay for the service units for each fiscal year at the unit prices and limits listed below.

<i>Service Units</i>	<i>Unit Price</i>	<i>Maximum # of Units by FY</i>	<i>Maximum Total by FY</i>
Case Management			
Homemaking			
Personal Care			
Home Delivered Meals			
Skilled Nursing			
Consumable Medical Supplies	<i>Unit Price See Below</i>	<i>Maximum # of Units by FY</i>	
<i>Nu-Fit/First Quality Pullup-Small</i>			
<i>Nu-Fit/First Quality Pullup-Medium</i>			
<i>Nu-Fit/First Quality Pullup-Large</i>			
<i>Nu-Fit/ First Quality Pullup-Extra Large</i>			
<i>CHUX/Underpads/ Bed Pad</i>			
<i>Ensure Regular</i>			
<i>Glucerna Shake</i>			
<i>Vinyl Powder Free Gloves</i>			
<i>Cleansing Wipes (8x12)</i>			

F-2. INVOICE REQUIREMENTS

- F-2.1.** The Provider shall request payment through submission of a properly completed Invoice (**EXHIBIT F-2.1.1**), within **thirty (30)** days following the end of the month for which payment is being requested. The Provider shall submit to the Contract Manager an original Invoice (**EXHIBIT F-2.1.1**), along with supporting documentation as previously identified in **Sections C-2.6.1 and C-2.6.3 of EXHIBIT C**. Payment due under this contract will be withheld until the Department has confirmed delivery of negotiated services.
- F-2.2.** Payments may be authorized only for service units on the invoice which are in accordance with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

F-3. FINANCIAL CONSEQUENCES

- F-3.1.** It is expressly understood by the Provider that any payment due the Provider under the terms of this contract may be withheld pending the receipt and approval by the Department of all financial and program reports due from the Provider as a part of this contract and any adjustments thereto. Requests for payment, which cannot be documented with supporting evidence, will be returned to the Provider upon inspection by the Department.
- F-3.2.** The Provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the dates the services were provided so that an audit trail documenting service provision can be maintained.

F-4. REFER TO EXHIBIT F-4.1-ADDITIONAL FINANCIAL CONSEQUENCES

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**EXHIBIT F-2.1.1
MONTHLY REQUEST FOR PAYMENT AND EXPENDITURE REPORT**



**DEPARTMENT OF CHILDREN AND FAMILIES
ADULT PROTECTIVE SERVICES PROGRAM OFFICE
MONTHLY REQUEST FOR PAYMENT AND EXPENDITURE
REPORT**

PROVIDER FED. ID # _____

NAME AND MAILING ADDRESS OF PAYEE:

CONTRACT AMNT.: _____
 REIMBURSEMENT YTD.: _____
 CONTRACT BALANCE: _____
 DATE: _____
 CONTRACT #: _____
 INVOICE #: _____

PERIOD OF SERVICE PROVISION: _____

Name of Service or Description of Materials	Units/Quantity	Amount Per Unit/Episode	Total Amount Due

Total Match Required for Contract: _____	Total Payment Requested
--	-------------------------

	This Month	YTD
Local Cash Match		
Local In-Kind		
Total Deductions		
Remaining Match Balance		

Signature of Preparer: _____ Date Completed: _____

Approved By: _____ Title: _____

* If this invoice is for a fixed price contract, the request for payment will be determined by dividing the length of the contract into the contracted amount (example: \$12,000 [allocation] divided by 12 months [the length of the contract] = \$1,000 payment request). On a cost reimbursement contract, the payment request will be the monthly request expense.

EXHIBIT F-4.1 –ADDITIONAL FINANCIAL CONSEQUENCES

The following financial consequences apply in addition to what is stated in **Section F-3** of this Contract.

This Exhibit implements the following payment adjustments as financial consequences for the following non-compliance with the Performance Measures in **Section E-1**, and using the Performance Evaluation Methodology in **Section E-3**, identified in **EXHIBIT E**.

	Performance Measures	Non-Compliance Trigger	Financial Consequence	Payment Adjustment Applicable Timeframe
1	Ninety percent (90%) of active clients with disabilities receiving services will not be placed in a nursing home by the end of the contract period.	<90%	2% of total grant award	Funds will be returned to the Department within 30 days of being notified by the APS Program Office of non-compliance.
2	Ninety percent (90%) of active clients will be satisfied with service delivery by the end of the contract period.	<90%	2% of total grant award	Funds will be returned to the Department within 30 days of being notified by the APS Program Office of non-compliance.
3	One-hundred percent (100%) of active clients who are suspected of being a victim of abuse, neglect or exploitation will be reported to the Abuse Hotline and an incident report will be sent to the case manager and copied to the APS Specialist & Contract Manager.	<100%	2% of total grant award	Funds will be returned to the Department within 30 days of being notified by the APS Program Office of non-compliance.
4	One-hundred percent (100%) of active clients served through this contract will be provided case management and at least one other CCDA in-home service monthly.	<100%	\$10 per each individual who does not receive at least one hour of case management and at least one other CCDA in-home service monthly.	Next monthly invoice following non-compliance trigger.
<p>Notice and Grantee Response: The Grantee shall deliver a written response to the regional Contract Manager within 14 days of receipt of a written notice of noncompliance with a Performance Measure.</p>				

The Grantee may seek Department agreement to allow it to "earn back" some or all of the Financial Consequences of the Grantee's noncompliance as a result of adverse circumstances beyond the Grantee's control and where applicable, any error in reporting of a measure was inadvertent:

- 1) Adverse circumstances beyond the Grantee's control refers to unforeseeable events not arising from an act or omission of the Grantee, its officers or employees that materially impaired the Grantee's ability to perform and for which there were no reasonable means to mitigate or avoid the adverse impact.
- 2) Adverse circumstances arising from the acts or omissions of the Grantee's Subcontractors will not be considered beyond the control of the Grantee unless the Grantee demonstrates: 1) that the subcontractor(s) had in place a Grantee approved quality assurance program, with sufficient Grantee monitoring and controls in place to ensure achievement of performance standards; or 2) the subcontracts included effective financial consequences and associated reporting relating to the Performance Measure(s) at issue.

- 3) In order to be able to rely on this "earn back" provision, the Grantee's representative possessing Grant Agreement signature authority shall attest to and document the adverse circumstances beyond the Grantee's control to the regional contract manager at the time that it provides its response to any notice or noncompliance or notice of financial consequences.
- 4) The Grantee shall demonstrate that it has corrected the noncompliance as quickly as reasonably possible and detail the steps that the Grantee has put into place to avoid a future recurrence of the noncompliance. In addition, when applicable, the Grantee shall demonstrate that any error in reporting of a measure was inadvertent and detail the steps that the Grantee has put into place to ensure accurate reporting.
- 5) Receipt of the attestation by the regional contract manager does not constitute acceptance of the attestation. It is specifically agreed by the parties that written acceptance by the regional contract manager of the sufficiency of the adverse circumstances beyond the Grantee's control is a condition of agreeing to any "earn back" of any or all of the Financial Consequences provided for hereunder.

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ATTACHMENT 1

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

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

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial

assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

CF 1120, Effective February 2017, (CF-1120-1516)

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

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

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider’s fiscal year or within 30 (federal) or 45 (State) days of the recipient’s receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by F.S.:

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

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

Email address: HQW.IG.Single.Audit@myflfamilies.com

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

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

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

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

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

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

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was

delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

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

CF 1120, Effective February 2017, (CF-1120-1516)

ATTACHMENT 2

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 3
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: _____

CF 1123
Effective July 2015
(CF-1123-1516)

APPENDIX X: FEDERAL GRANT COMPLIANCE INTRODUCTION

Subrecipients of federal grants are required to follow the terms of the grants themselves as well as either Title 2 Part 200 of the United States Code of Federal Regulations Chapter (CFR) or Title 45 Part 75. The following introduces some of those requirements. This is merely an introduction and must not be relied upon; the applicable CFR Part and applicable federal grant contain the full statement of the actual requirements.

Subpart B – General Provisions

1. Integrity Rules (2 CFR 200.112-113; 45 CFR 75.112-113)
1.1 Disclosure of any potential conflicts of interest to the Florida Department of Children and Families (DCF) in accordance with the applicable federal awarding agency policy.
1.2 Disclosure of all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (Note: Failure to do so can result in suspension and/or debarment.)

Subpart C – Pre-federal Award Requirements and Contents of Federal Awards

2. Fixed Award Amounts (2 CFR 200.201; 45 CFR 75.201)
2.1 If awarded a fixed-award, payments will be based on meeting specific requirements of the federal award. Accountability will be based on performance and results.

Subpart D – Post-federal Award Requirements

3. Standards for Financial and Program Management (2 CFR 200.300-309; 45 CFR 75.300-309)
3.1 Adherence to performance measurements that relate financial data to performance accomplishments. When applicable, the reports will provide cost information to demonstrate cost effective practices. Some grants may require reports to include indicators and milestones accomplished on performance goals.
3.2 Maintenance of a financial management system, which includes records documenting compliance, that allows for the preparation of reports required by general and program-specific terms/conditions. The financial management system must also allow for the tracing of funds to a level of expenditures to show that they have been used according to the terms/conditions/regulations.
3.3 The financial management system must provide the following: <ul style="list-style-type: none"> 3.3.1 Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the federal awarding agency, and name of the pass-through entity, if any. 3.3.2 Accurate, current, and complete disclosure of the financial results of each Federal award or program. 3.3.3 Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. 3.3.4 Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. 3.3.5 Comparison of expenditures with budget amounts for each Federal award. 3.3.6 Written procedures to implement the payment requirements found in §200.305 or §75.305 as applicable. 3.3.7 Written procedures for determining the allowability of costs in accordance with the Cost Principles of federal grant guidance and the terms and conditions of the Federal award.
3.4 Internal Controls <ul style="list-style-type: none"> 3.4.1 Establish and maintain effective internal controls over federal awards to ensure compliance with regulations and the terms/conditions of awards. Consider the Internal Control Framework issued by the Committee on Sponsoring Organizations (COSO) and the Standards

	for Internal Control in the Federal Government (Green Book) issued by the Comptroller General as best practice examples.
3.4.2	Have internal controls and procedures in place to take prompt action when noncompliance issues are identified, including noncompliance related to audit findings.
3.4.3	Take reasonable measures to safeguard protected, personally identifiable information (PII) and other sensitive information.
3.5	Payments
3.5.1	Minimized the time between the transfer of funds from DCF and the disbursement. (Already required by state statutes and DCF's Standard Contract)
3.5.2	Use funds from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned prior to requesting cash advance payments, if allowed.
3.5.3	Established banking procedures so that you can account for the receipt, obligation, and expenditure of funds for specific federal awards.
3.5.4	Preparation for any advance payments to be deposited in insured accounts when possible and in interest-bearing account unless certain criteria apply.
3.6	Cost Sharing or Matching Requirements (if required, does not apply to most DCF contracts)
3.6.1	All required criteria are met if your organization has grants that contain cost sharing or matching requirements.
3.6.2	Applying unrecovered indirect costs as cost sharing/matching requires prior approval from the federal awarding agency.
3.6.3	If authorized by the federal awarding agency to allow for the donation of buildings or land for long-term use, has the value been calculated as the lesser of the two: value of remaining life or current market value at the time of donation.
3.6.4	Volunteer services from a third party to meet cost/matching requirements must be integral and necessary part of the project/program and documented.
3.7	Use of Program Income
3.7.1	Program Income must be deducted from the total allowable costs to determine the net allowable costs. Program income must be used for current costs unless the Federal awarding agency authorizes otherwise. Unanticipated program income must be used to reduce the federal award.
3.7.2	For IHEs and nonprofit research institutions, program income may be added to the federal award with prior Federal approval.
3.7.3	Program income may be used to meet cost sharing/matching requirements if applicable, with prior Federal approval.
4.	Property Standards (2 CFR 200.310-316; 45 CFR 75.316-323)
4.1	Insurance coverage: Maintain equivalent insurance coverage for real property and equipment acquired or improved with federal funds (but not federally owned) as provided to property owned by your organization.
4.2	Real Property: Maintain procedures that meet federal guidance regarding real property to meet the requirements for title, use, and disposition.
4.3	Federally-owned and exempt property
4.3.1	An annual inventory listing of federally owned property in its custody must be annually submitted to the federal awarding agency.
4.3.2	After an award has been completed or federal property is no longer needed, the organization must report the property as excess to the federal awarding agency.
4.4	Equipment
4.4.1	Maintain proper equipment procedures in place to meet the requirements for title, use, and disposition under federal grant guidance.
4.4.2	Equipment management procedures must be in place for equipment acquired in whole or in part under the federal award, which include detailed identification makers, percentage of

	federal participation in costs, location, use and condition and any disposition data, date of disposal and sale price of the property.
4.4.3	A physical inventory of property must be taken at least once every two years with results reconciled with property records.
4.4.4	A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property.
4.4.5	Adequate maintenance procedures must be developed to keep the property in good condition.
4.4.6	If authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
4.5	Supplies exceeding \$5,000: The federal government must be compensated for its share of residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of a project or program, unless supplies are not needed for any other federal award.
4.6	Intangible property: Maintain proper procedures to meet federal grant guidance involving intangible property.
5.	Procurement Standards (2 CFR 200.317-326; 45 CFR 75.326-335)
5.1	Maintain written standards of conduct covering conflict of interest and governing employees engaged in the selection, award and administration of contracts. If your organization has a parent, affiliate, or subsidiary organization that is not a state or local government or Indian tribe, your conflict of interest policy must also include organizational conflicts of interest.
5.2	Procurement procedures and policies must be in place to meet the following requirements:
5.2.1	Are written
5.2.2	Ensure that the acquisition of duplicate or unnecessary items is avoided
5.2.3	Ensure that state and local government intergovernmental agreements are considered where appropriate
5.2.4	Ensure contracts are awarded only to responsible contractors with the ability to perform contract terms successfully
5.2.5	Ensure all procurement transactions are conducted in a manner providing full and open competition
5.2.6	Do not include state or local geographical preferences (except where federal statutes mandate or encourage geographic preference)
5.2.7	Ensure all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured
5.2.8	Require cost or price analysis, including independent estimates, for all purchases over \$150,000
5.2.9	Include affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible
5.3	Procurement policies must include guidelines for the following purchase thresholds, which must meet federal grant guidance requirements:
5.3.1	Micro-purchase (<\$10,000, no quotations, equitable distributions)
5.3.2	Small purchase (\$10,000-\$250,000, rate quotations, no cost or price analysis)
5.3.3	Sealed bids (\$250,000, formal advertising, price is a major factor).
5.3.4	Competitive proposal (> \$250,000, fixed price or cost reimbursement, request for proposal (RFP) with evaluation methods).
5.3.5	Noncompetitive proposal (solicitation of a proposal from only one source, unique product/service)
5.4	Time and material type contracts are used only after a determination that no other contract is suitable, and the contract must include a ceiling price that the contractor exceeds at its own risk.
5.5	All prequalified lists of persons, vendors, or products must include enough qualified sources to ensure maximum free and open competition, and there must be a process to ensure this list is kept up to date.
5.6	Procurement processes include keeping records that detail history of ALL procurements and at the minimum include the rationale for the method of procurement, selection of contract type,

contractor selection or rejection, and the basis for the contract.
5.7 Procurement policies for construction or facility improvement contracts, or subcontracts exceeding \$250,000, include a bid guarantee equivalent to 5% of the bid price from each bidder (such as bid bond or certified check), a performance bond on the part of the contractor for 100 percent of the contract price, and a payment bond on the part of the contractor for 100 percent of the contract price.
6. Performance and Financial Monitoring and Reporting (2 CFR 300.327-329; 45 CFR 75.341-343)
6.1 Performance and Financial reports will likely be required so that DCF can meet its obligations as a recipient of federal awards, which should be no more often than quarterly except in unusual circumstances.
6.2 Annually submit a report on the status of real property if the federal government retains an interest. (Note: If federal interest is for 15 years or longer, reporting may be required at various multi-year frequencies as well.)
7. Subrecipient Monitoring and Management (2 CFR 200.330-332; 45 CFR 75.351-353) {Pass-through entity requirements}
7.1 A formal process must be developed to analyze awards for determining subrecipient versus a contractor relationship.
7.2 Subawards made to subrecipients must include the following pieces of information: 7.2.1 Federal Award Identification (There are 13 required data elements in this item). 7.2.2 All requirements imposed by your organization on the subrecipient so that the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award. 7.2.3 Any additional requirements that your organization imposes on the subrecipient in order for your organization to meet its own responsibility to the federal awarding agency or DCF, including identification of any required financial and performance reports. 7.2.4 An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between your organization and the subrecipient (in compliance with federal guidance), or a de minimis (10 percent) indirect cost rate. 7.2.5 A requirement that the subrecipient permit your organization and auditors to have access to the subrecipient's records and financial statements as necessary. 7.2.6 Appropriate terms and conditions concerning closeout of the subaward.
7.3 Evaluate the subrecipient for risk of noncompliance with federal regulations and terms of subaward to determine appropriate monitoring for each subrecipient.
7.4 Monitor the activities of the subrecipient as necessary to ensure the subaward is used for authorized purposes and in accordance with statutes, regulations and terms and conditions. Monitoring must include: 7.4.1 Reviewing financial and programmatic reports 7.4.2 Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means 7.4.3 Issuing a management decision for audit findings pertaining to the federal award
7.5 Verify that every subrecipient is audited as required under federal grant guidance.
7.6 Review results of subrecipient's audits, on-site reviews, or other monitoring to detect conditions that necessitate adjustments to your organization's own records.
7.7 Take enforcement action against noncompliant subrecipients when appropriate.
7.8 In order to issue subawards based on fixed amounts up to the Simplified Acquisition Threshold (currently at \$250,000), prior written approval from the federal awarding agency must be obtained.
8. Record Retention and Access (2 CFR 200.333-337; 45 CFR 75.361-365)
8.1 Maintain a policy to verify that financial records, supporting documents, statistical records, etc., are retained for at least three years from the date of submission of the final expenditure report, or

for ongoing grants, the date of submission of the quarterly or annual financial report. (Note: If any litigation/claim/audit is started before the three-year time frame, records must be retained until completed or resolved.)

9. Closeout (2 CFR 200.343; 45 CFR 75.381)

9.1 Develop procedures to meet the following requirements for closing out grants at the end of the period of performance:

- 9.1.1 Must submit no later than 90 calendar days after the end of period of performance all financial, performance, and other reports required by terms and conditions.
- 9.1.2 Must liquidate all obligations incurred no later than 90 calendar days per terms/conditions.
- 9.1.3 Must promptly refund any balances of unobligated cash that the federal agency or pass-through entity paid in advance or paid that isn't authorized to be retained for use in other projects.

9.2 Must account for any real and personal property acquired with federal funds or received from the federal government.

Subpart E - Cost Principles

10. Required Certifications (2 CFR 200.415; 45 CFR 75.415)

10.1 A certification must be included that is signed by an official who can legally bind your organization for annual and final fiscal reports or vouchers requesting payment under an agreement. The certification must read: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

11. Time and Effort Reporting (2 CFR 200.430; 45 CFR 75.430)

11.1 The organization must meet one of the following:

- 11.1.1 Maintain a time and effort reporting processes that include records that accurately reflect the work performed and the necessary requirements under federal grant guidance, or
- 11.1.2 Use budget estimates for interim accounting purposes following federal grant guidance requirements.
- 11.1.3 Use a substitute process or system for salaries and wages to federal awards, if the system is approved by the cognizant agency for indirect cost. Should a substitute sampling system be used, it must meet acceptable statistical sampling standards.

11.2 Salaries and wages of employees used in meeting the cost sharing or matching requirement on federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from federal awards.