

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



REQUEST FOR PROPOSALS BAKER

ACT REPORTING CENTER

RFP#: DCF RFP 2021 012

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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (Department), Office of Substance Abuse and Mental Health (SAMH), is seeking a qualified vendor to operate the Baker Act Reporting Center (BARC) to collect forms and information required by Chapter 394, Florida Statutes (F.S.). Any person interested in participating must comply with the terms of this solicitation.

The intent of this solicitation is to procure the services of a qualified vendor for the operation of the Baker Act Reporting Center (BARC), which requires the collection of forms, data entry and annual reporting on persons committed under Chapter 394, Part 1, F.S., known as the Baker Act. Services, development and implementation of an electronic data system for the submission of information and forms and related system maintenance, data analysis and technical assistance services.

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 after the start of service. Renewal, if any, shall comply with section 287.057(13), F.S.

1.3 Contact Person and Procurement Officer

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

Michele Staffieri, Procurement Officer

The only permitted means of contact:

By Email: michele.staffieri@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_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 Section 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	Time Eastern	Address	Section Reference
Solicitation Advertised & released on VBS:	March 15, 2021	5:00 PM	VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	1.4
*Pre-solicitation Conference to be held:	March 25, 2021	2:00 PM	Please join meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/651955629 You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (571) 317-3129 Access Code: 651-955-629 Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 651 955 629 Or dial directly: 651955629@67.217.95.2 or 67.217.95.2##651955629	2.5
Written questions must be received by:	March 31, 2021	5:00 PM	See Section 1.3	2.6
Department's response to questions:	April 12, 2021	5:00 PM	See Section 1.3	2.6
Sealed proposal must be received by the Department:	April 27, 2021	11:00 AM	Michele.staffieri@myflfamilies.com	2.7

Activity	Date	Time Eastern	Address	Section Reference
*Proposal opening:	April 27, 2021	3:00 PM	Please join meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/704907613 You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 Access Code: 704-907-613 Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 704 907 613 Or dial directly: 704907613@67.217.95.2 or 67.217.95.2##704907613	2.7.3
* Meeting of the evaluators and ranking of the proposals:	May 13, 2021	2:00 PM	Please join meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/676948637 You can also dial in using your phone. United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 Access Code: 676-948-637 Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 676 948 637 Or dial directly: 676948637@67.217.95.2 or 67.217.95.2##676948637	5.2.3
Posting of intended contract award:	May 31, 2021	5:00 PM	VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.2.5
Effective date of contract:	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 Pre-solicitation Conference

The purpose of the Pre-solicitation Conference is to review this solicitation with interested vendors. The Pre-solicitation Conference for this RFP will be held at the date and time specified in **Section 2.3**.

2.6 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**.

2.7 Receipt of Proposals

2.7.1 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.

2.7.2 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.

2.7.3 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.

2.7.4 Cost of Preparation of Proposal

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

2.8 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.

2.9 Department's Discretion

2.9.1 The Department may:

2.9.1.1 Determine whether a vendor is responsible, as defined in section 287.012, F.S.

2.9.1.2 Waive minor irregularities when doing so would be in the best interest of the State of Florida.

2.9.1.3 Withdraw the solicitation or reject all proposals at any time.

2.9.1.4 Select more than one vendor for the commodities and contractual services encompassed by this solicitation.

2.9.1.5 Withdraw or amend its Notice of Award.

2.9.1.6 Award contract(s) for a reduced scope of the commodities and contractual services encompassed by this solicitation.

SECTION 3. SPECIFICATIONS

3.1 Definitions

Definitions specific to these services may be found in Exhibit A of the Department's **STANDARD CONTRACT PART 2 (APPENDIX IX)**.

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 the Department's **STANDARD CONTRACT PART 2 (APPENDIX IX)** in accordance with all terms therein.

3.3.1 Funding

Funding for these services shall not exceed \$400,000.00 per state fiscal year.

3.3.2 Allowable Costs

All proposed costs must be in accordance with the Department of Financial Services Reference Guide for State Expenditures, which may be located at:

www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf

3.3.3 No Cost-of-Living Increases

The Department does not fund cost-of-living increases.

3.3.4 Expenditure Report

The successful vendor will be required to submit a quarterly detailed report documenting the expenditure of funds provided by the Department, using form CF-MH 1037, Actual Expenses and Revenues Schedule as incorporated in Rule 65E-14.003(1)(c), F.A.C. The expenditure report may be used to negotiate payment in any contract renewal, or to amend contract rates. If the expenditure report identifies unearned income at the end of the third quarter of any state fiscal year, a justification and explanation with assurance of reconciliation with the final invoice must be submitted to the Department for approval. If the Department does not approve the justification and explanation, the funds must be returned to the Department forthwith.

3.3.5 Administrative Costs

Administrative Costs, including any indirect costs that are administrative in nature, must not exceed ten percent (10%) of the total operating costs of the proposed program budget.

3.4 Composition of the Contract

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

3.4.1 Department's Standard Contract

The Department's **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VIII)** contains general contract terms and conditions required by the Department for all vendors. In addition, the Department's **STANDARD CONTRACT PART 2 (APPENDIX IX)** contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

3.4.2 Form PUR 1000

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 is available at:

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

3.4.3 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.

3.4.4 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 Section 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
General Contract Conditions	PUR 1000	https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms
General Instructions to Respondents	PUR 1001	http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf
Department of Financial Services Reference Guide for State Expenditures	Allowable Costs	www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf
Actual Expenses and Revenues Schedule	CF-MH 1037	https://eds.myflfamilies.com/DCFFormsInternet/Search/DCFFormSearch.aspx

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE RFP

4.1 How to Submit a Proposal

Vendors shall submit one complete electronic version of their proposal containing the signature of an official authorized to bind the vendor to the proposal. The complete proposal must be readable using Adobe portable document format ("pdf"). Electronic files must be emailed to the contact person in **Section 1.3**, using software which is free of malware. Any infection resulting to the Department's systems shall be addressed to the Department's satisfaction at the vendor's expense.

Proposals must be formatted single-spaced, for 8 1/2" x 11" paper, presented in a single electronic file, one-inch margins, tabbed and labeled in accordance with **Sections 4.2 and 4.3**. Pages must be numbered in a logical, consistent fashion. Figures, charts, and tables should be numbered and referenced by number in the text. The Department's maximum capacity for email attachments is 100MB. In the event an application exceeds the Department's maximum capacity, the vendor must contact the contact person in **Section 1.3** prior to the deadline for submission stated in **Section 2.4** for further submittal instructions.

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

The proposal must contain a table clearly demonstrating the order of the material and associated page number(s).

4.2.3 TAB 2: VENDOR CERTIFICATIONS

The proposal must contain the following certifications:

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 and task list, 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 Describe the vendor's approach and philosophy, including mission statement, core values, and vision.

4.2.4.2 Describe the 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.

4.2.4.3 Describe the vendor's experience in providing services and solutions similar to the scope of work and task list, including the timeline for project completion, project outcome and any obstacles or delays in service delivery.

4.2.4.4 Provide the requested information below to 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. In addition to the other information described above the vendor and the subcontractor(s) must provide:

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

4.2.4.4.2 Proof of registration with MFMP.

4.2.4.4.3 Country and state of incorporation.

4.2.4.4.4 Principal place of business.

4.2.4.4.5 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.

4.2.4.4.6 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.

4.2.5 **TAB 4: CORE TEAM QUALIFICATIONS (Limited to 5 pages)**

4.2.5.1 Describe the qualifications and credentials of their leadership team with an explanation of why the leadership team is qualified to lead their organization in meeting the needs of this RFP. In addition, include résumés for key leadership personnel describing their work experience, education, and training as it relates to the requirements of this RFP and the Department's **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VIII and APPENDIX IX)**.

4.2.5.2 Include the vendor's operational approach to the recruitment, training, supervision, and retention of qualified personnel as described in the Department's **STANDARD CONTRACT PART 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 its 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.

4.2.6 TAB 5: SERVICES APPROACH AND SOLUTION (Limited to 25 pages)

4.2.6.1 Electronic Data System Development, Maintenance and Support

Describe the vendor's approach to providing a Secure File Transfer and Storage System (SFTSS) meeting or exceeding the minimum design specifications detailed in Exhibit C of the **STANDARD CONTRACT PART 2 (APPENDIX IX)**.

If the proposed system will be custom built to the Department's specifications, provide a proposed project timeline for development, customization, and implementation, including milestones and proposed completion dates.

If the proposed system is an existing system, provide an overview of the system's current specifications, capacity and capabilities, and describe how the system will be customized to meet or exceed the minimum specifications and describe and demonstrate why the proposed system represents the best option for the Department. Provide a proposed project timeline detailing the steps necessary for customization and proposed completion dates.

The vendor may include any value-added innovations related to the approach and services beyond those outlined in detailed in Exhibit C of the **STANDARD CONTRACT PART 2 (APPENDIX IX)** that may offer additional benefits to the Department. Although the Department has provided minimum specifications, these are not intended to limit the vendor's innovations or creativity. Innovative ideas, improved service offerings, new concepts and partnership arrangements other than those presented in this RFP will be considered.

For example, these might include special services, offer costs or shared savings, discounts or terms and conditions specific to each vendor. Additional costs or shared savings associated with value added services or innovative ideas may be referenced in the reply, and any financial details should be included in the Financial Reply.

4.2.6.2 Data Entry and Quality Assurance

Describe the vendor's proposed process for entering data from forms received into the SFTSS and how the vendor proposes to ensure all data is entered within the timeframes established in Exhibit C of the **STANDARD CONTRACT PART 2 (APPENDIX IX)**. Include a description of how the vendor proposes to follow-up with forms missing information.

Describe how the vendor proposes to conduct quarterly reviews of the submission process.

4.2.6.3 Data Analysis

Describe the vendor's capacity to provide comprehensive data analyses, sufficient to support development of statutorily mandated reports and inform the Department regarding activities related to Baker Act services throughout the state.

4.2.6.4 Training and Technical Assistance

Describe the vendor's capacity to provide training and technical assistance statewide, including maintaining a tracking log and a description of the process for issue resolution.

4.2.6.5 Reports

Describe the vendor's capacity to ensure reporting is timely, accurate, and current with the most recent information available. Include a description of the vendor's process for ensuring accurate reporting of data, validating data analysis, verifying conclusions or findings cited and ensuring reports are grammatically correct.

4.2.7 TAB 6: SUPPORTING DOCUMENTATION

Provide attachments, exhibits or any other supporting documentation referenced in the proposal, labeled and tabbed accordingly. All supporting documentation must be formatted as specified in **Section 4.1**.

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:

4.3.1.1 Title of proposal.

4.3.1.2 RFP number.

4.3.1.3 Vendor's name and federal tax identification number.

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

4.3.1.5 Name of program coordinator (if known).

4.3.2 TAB 1: TABLE OF CONTENTS

The proposal must contain a table clearly demonstrating the order of the material and associated page number(s).

4.3.3 TAB 2: FINANCIAL INFORMATION

4.3.3.1 Financial Management

The vendor must describe its current financial management and accounting systems, sufficient to demonstrate the vendor's capability to track and report the expenditure of funds associated with the provision of services under the proposed contract.

4.3.3.2 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.

4.3.3.3 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.

4.3.4 TAB 3: BUDGET SUMMARY

Provide a line item budget summary using the **Project Budget Summary (APPENDIX V)** to demonstrate a summary of all proposed project costs for the entire proposed contract period and any potential renewal years, not to exceed the maximum funding specified in **Section 3.3.1**.

4.3.5 TAB 4: BUDGET NARRATIVE

Provide a detailed list of all proposed project costs for the entire proposed contract period and any potential renewal years using the **Budget Summary and Detail Instructions (APPENDIX VI)**. The budget narrative must include, but not limited to, quantity of items to be funded, price per item and description of use. If any of the below line items are included in the budget, the following applies:

4.3.5.1 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.

4.3.5.2 Fringe benefits must display the calculation of costs, specifically the percentages or rates for each benefit being charged to this project.

Budget totals should be based on available funding projections, if any, and if different, the vendor should explain the differences. The Department reserves the right to request any additional information to assure itself of a vendor's financial status.

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 electronic file, 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 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 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 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 submitted proposal file labeled as "trade secret," the vendor shall expeditiously provide the Department, or the public pursuant to subsection 119.0701(2), F.S., with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the vendor shall provide information correlating the nature of the claims to the redacted information. The redacted file 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 file 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

The following Selection Criteria shall apply for this RFP:

Criteria
<ul style="list-style-type: none">The vendor's company structure, experience and capability to deliver its proposed solution including the vendor performance providing services similar to the one specified in this RFP and the skills and experience of the vendor's leadership team, staff, and resources the vendor will use in implementing its solution.
<ul style="list-style-type: none">The vendor's articulation of its solution and the ability of the solution to meet the requirements of this RFP and provide additional value.
<ul style="list-style-type: none">The vendor's financial management approach, proposed budget, and related financial information.

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.

5.2 Evaluation Phase Methodology

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

5.2.1 Scoring of the Programmatic Proposal

The Department's Evaluators will independently evaluate each Programmatic Proposal in accordance with the following criteria, as specified in **DCF RFP 2021 012 Programmatic Evaluation Manual (Appendix IX)**:

Criteria	Possible Points
Company Qualifications, Experience and Core Team Qualifications	120
Services Approach and Solution	460
TOTAL	580

5.2.2 Scoring of the Financial Proposal

A formula instead of financial evaluators will be used to evaluate financial proposals for this solicitation. The formula used is as follows:

$$(N/X) \times Y = Z$$

Where:

N = Lowest Grand Total Price received by any Proposal

X = Vendor's Grand Total Price

Y = Maximum Cost Point Awarded for financial evaluation.

Z = Cost Points Awarded

The maximum Cost Points awarded for this solicitation are: 120

5.2.3 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.

5.2.4 Evaluator Public Meeting

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

5.2.5 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.

5.2.6 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.

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

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.

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.

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

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

a. Certification of Binding Proposal and Acceptance of Terms of 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 subsections 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 has not:

- (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, Florida Statutes

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

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, F.S.
- **Office expenses** should be based on prior history, a reasonable estimated monthly expense, or written vendor policy.
- **Rental or use of space** must show the address, the square footage, and the rate per square footage.
- **Rental equipment** necessary to carry out the delivery of services must include the unit cost (per month) and the number of months the item(s) will be used.
- **Insurance** costs must provide sufficient documentation to explain the percentage of cost being charged to this project and 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.
- **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
<i>Personnel Category</i>			
A.	Personnel	\$ -	
B.	Fringe Benefits	\$ -	
C.	Other Personnel Services (OPS)	\$ -	
D.	Background Checks	\$ -	
		<i>Total Personnel Category:</i>	\$ -
<i>Travel Category</i>			
E.	Staff Travel & Training	\$ -	
F.	Client Transportation	\$ -	
		<i>Total Travel Category:</i>	\$ -
<i>Expense Category</i>			
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	\$ -	
		<i>Total Office Expenses:</i>	\$ -
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.	Financial Audit	\$ -	
		<i>Total Expense Category:</i>	\$ -
<i>Direct Costs Category</i>			
R.	Operating Capital Outlay (OCO->\$1,000.00)	\$ -	
S.	Indirect Costs _____% of Total Direct Costs	\$ -	
		<i>Subtotal Direct Costs:</i>	\$ -
		<i>Total Project Budget:</i>	\$ -

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

APPENDIX VII: PROPOSED COST ALLOCATION PLAN
for the
(Insert) CONTRACT YEAR

Line Item	This Project	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					

Contract No. _____
CFDA No(s). 93.958
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 **operating the Baker Act Reporting Center**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$2,000,000.00.

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: _____

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.

1.2.3 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: _____

1.3 Effective and Ending Dates

This Contract shall be effective **July 1, 2021** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **June 30, 2026** or the effective date of this Contract, whichever is later, and shall end at midnight, Eastern time, on **July 1, 2021**, 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 F;

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 3.

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-4.

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 **30** 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 1.

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 3 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 2. 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 sub-recipients.

8.3 Federal Whistleblower Requirements

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

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: ____/____/____.

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EXHIBIT A – SPECIAL PROVISIONS

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

A-1 ENGAGEMENT, TERM AND CONTRACT DOCUMENT

In addition to the provisions of Section 1.4.1. hereof, the following definitions apply to this Contract.

A-1.1 Baker Act Reporting Center (BARC)

The official repository for Baker Act data whereby data is received pursuant to Chapter 394, Florida Statutes (F.S.), organized into an electronic database and reports are provided.

A-1.2 Secure File Transfer and Storage System (SFTSS)

The Department-approved system for electronic submission and storage of Baker Act forms and information.

A-1.3 Statutorily Mandated Reporters

Entities statutorily responsible for the submission of forms to the Department via the BARC pursuant to sections 394.463, 394.4655, and 394.467, F.S.

A-2 STATEMENT OF WORK

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

A-3 PAYMENT, INVOICE AND RELATED TERMS

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

A-4 GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

In addition to the provisions of Section 4., the following provisions shall apply to this Contract.

A-4.1 Property

A-4.1.1 The word "property" as used in this section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is 1 year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more. Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.

A-4.1.2 When state property will be assigned to a Provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the Provider where it shall remain until this contract is terminated or until other disposition instructions are furnished by the Contract Manager. When property is transferred to the Provider, the Department shall pay for the title transfer. The Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the

Provider. Business arrangements made between the Provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under their control, the Department shall hold the Provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with Children and Families Operating Procedure (CFOP) 80-2.

A-4.1.3 If any property is purchased by the Provider with funds provided by this contract, the Provider shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider shall submit a complete inventory of all such property to the Department whether new purchases have been made or not.

A-4.1.4 The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

A-4.1.5 The Contract Manager must provide disposition instructions to the Provider prior to the end of the contract period. The Provider cannot dispose of any property that reverts to the Department without the Contract Manager's approval. The Provider shall furnish a closeout inventory no later than 30 days before the completion or termination of this contract. The closeout inventory shall include all nonexpendable property including all computers purchased by the Provider. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.

A-4.1.6 The Provider hereby agrees that all inventories required by this contract shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Provider and the Department and shall be used in place of the original acquisition cost.

A-4.1.7 Title (ownership) to and possession of all property purchased by the Provider pursuant to this contract shall be vested in the Department upon completion or termination of this contract. During the term of this contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to the Department the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this contract. When property transfers from the Provider to the Department, the Provider shall be responsible for paying for the title transfer.

A-4.1.8 If the Provider replaces or disposes of property purchased by the Provider pursuant to this contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

A-4.1.9 The Provider hereby agrees to indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this contract.

A-4.1.10 A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

A-5 RECORDS, AUDITS AND DATA SECURITY

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

A-6 PENALTIES, TERMINATION AND DISPUTE RESOLUTION

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

A-7 OTHER TERMS

A-7.1 Exhibit A1 contains additional state and federal laws, rules, and regulations applicable to performance under this Contract.

A-8 FEDERAL FUNDS APPLICABILITY

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

A-9 CLIENT SERVICES APPLICABILITY

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

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EXHIBIT A1 – SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS

The Provider and its subcontractors shall comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

A1-1 FEDERAL AUTHORITY

A1-1.1 Block Grants Regarding Mental Health and Substance Abuse

- 42 U.S. C. ss. 300x, *et seq.*
- 42 U.S.C. ss. 300x-21, *et seq.*
- 42 C.F.R. pt. 54
- 45 C.F.R. pt. 96

A1-1.2 Restrictions on expenditure of grant

- 45 C.F.R. s. 96.135

A1-1.3 Confidentiality Of Alcohol And Drug Abuse Patient Records

- 42 C.F.R., pt. 2

A1-1.4 Security and Privacy (related to the Health Insurance Portability and Accountability Act (HIPAA))

- 45 C.F.R. pt. 164

A1-1.5 Social Security Income for the Aged, Blind and Disabled

- 20 C.F.R. pt. 416

A1-1.6 Endorsement and Payment of Checks Drawn on the United States Treasury

- 31 C.F.R. pt. 240

A1-1.7 Temporary Assistance to Needy Families (TANF)

- 42 U.S.C. ss. 601, *et seq.*
- 45 C.F.R., pt. 260

A1-1.8 Projects for Assistance in Transition from Homelessness (PATH)

- 42 U.S. C. s. 290cc-21 *et seq.*
- 42 C.F.R., pt. 54

A1-1.9 Americans with Disabilities Act of 1990

- 42 U.S. C. ss. 12101 *et seq.*

A1-1.10 Trafficking Victims Protection Act of 2000

- 22 U.S.C. 7104
- 2 CFR Part 175

A1-2 FLORIDA STATUTES

A1-2.1 Child Welfare and Community Based Care

- Ch. 39, F.S. Proceedings Relating to Children
- Ch. 119, F.S. Public Records
- Ch. 402, F.S. Health and Human Services: Miscellaneous Provisions
- Ch. 435, F.S. Employment Screening
- Ch. 490, F.S. Psychological Services

Ch. 491, F.S. Clinical, Counseling and Psychotherapy Services
Ch. 1002, F.S. Student and Parental Rights and Educational Choices

A1-2.2 Substance Abuse and Mental Health Services

Ch. 381, F.S. Public Health: General Provisions
Ch. 386, F.S. Particular Conditions Affecting Public Health
Ch. 394, F.S. Mental Health
Ch. 395, F.S. Hospital Licensing and Regulation
Ch. 397, F.S. Substance Abuse Services
Ch. 400, F.S. Nursing Home and Related Health Care Facilities
Ch. 414, F.S. Family Self-Sufficiency
Ch. 435, F.S. Employment Screening
Ch. 458, F.S. Medical Practice
Ch. 459, F.S. Osteopathic Medicine
Ch. 464, F.S. Nursing
Ch. 465, F.S. Pharmacy
Ch. 490, F.S. Psychological Services
Ch. 491, F.S. Clinical, Counseling, and Psychotherapy Services
Ch. 499, F.S. Florida Drug and Cosmetic Act
Ch. 553, F.S. Building Construction Standards
Ch. 893, F.S. Drug Abuse Prevention and Control
S. 409.906(8), F.S. Optional Medicaid Services – Community Mental Health Services

A1-2.3 Developmental Disabilities

Ch. 393, F.S. Developmental Disabilities

A1-2.4 Adult Protective Services

Ch. 415, F.S. Adult Protective Services

A1-2.5 Forensics

Ch. 916, F.S. Mentally Deficient and Mentally Ill Defendants
Ch. 985, F.S. Juvenile Justice; Interstate Compact on Juveniles
S. 985.19, F.S. Incompetency in Juvenile Delinquency Cases
S. 985.24, F.S. Interstate Compact on Juveniles; Use of detention; prohibitions

A1-2.6 State Administrative Procedures and Services

Ch. 120, F.S. Administrative Procedures Act
Ch. 287, F.S. Procurement of Personal Property and Services
Ch. 815, F.S. Computer-Related Crimes
Ch. 817, F.S. Fraudulent Practices
S. 112.061, F.S. Per diem and travel expenses of public officers, employees, and authorized persons
S. 112.3185, F.S. Additional standards for state agency employees
S. 215.422, F.S. Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
S. 216.181(16)(b), F.S. Advanced funds for program startup or contracted services

A1-3 FLORIDA ADMINISTRATIVE CODE (F.A.C.) (RULES)

A1-3.1 Child Welfare and Community Based Care

Ch. 65C-13, F.A.C. Foster Care Licensing
Ch. 65C-14, F.A.C. Group Care

Ch. 65C-15, F.A.C. Child-Placing Agencies

A1-3.2 Substance Abuse and Mental Health Services

Ch. 65D-30, F.A.C. Substance Abuse Services Office
Ch. 65E-4, F.A.C. Community Mental Health Regulation
Ch. 65E-5, F.A.C. Mental Health Act Regulation
Ch. 65E-10, F.A.C. Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules
Ch. 65E-11, F.A.C. Behavioral Health Services
Ch. 65E-12, F.A.C. Public Mental Health Crisis Stabilization Units and Short Term Residential Treatment Programs
Ch. 65E-14, F.A.C. Community Substance Abuse and Mental Health Services - Financial Rules
Ch. 65E-20, F.A.C. Forensic Client Services Act Regulation
Ch. 65E-26, F.A.C. Substance Abuse and Mental Health Priority Populations and Services

A1-3.3 Financial Penalties

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

A1-4 MISCELLANEOUS

A1-4.1 Department of Children and Families Operating Procedures

CFOP 155-10 / 175-40 Services for Children with Mental Health and Any Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
CFOP 155-11 Title XXI Behavioral Health Network
CFOP 155-47 Processing Referrals From The Department Of Corrections
CFOP 215-6 Incident Reporting and Analysis System (IRAS)

A1-4.2 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements

S. 215.97, F.S. Florida Single Audit Act
S. 215.971, F.S. Agreements funded with federal or state assistance
Comptroller's Memorandum No. 03 (1999-2000)
Florida Single Audit Act Implementation
CFO's Memorandum No. 03 (2014 - 2015)
Compliance Requirements for Agreements
2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at <https://federalregister.gov/a/2013-30465>
2 CFR, Part 300.1 Adoption of 2 CFR Part 200
45 C.F.R., pt. 75 Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

A1-4.3 Data Collection and Reporting Requirements

S. 394.74(3)(e), F.S. Data Submission
S. 394.9082, F.S. Behavioral health managing entities
S. 397.321(3)(c), F.S. Data collection & dissemination system
S. 394.77, F.S. Uniform management information, accounting, and reporting systems for providers
DCF PAM 155-2 Mental Health and Substance Abuse Measurement and Data

EXHIBIT B – SCOPE OF WORK

B-1 SCOPE OF SERVICE

This is a Contract for the operation of the Baker Act Reporting Center (BARC), which requires the collection of forms, data entry and annual reporting on persons committed under Chapter 394, Part 1, F.S., known as the Baker Act. Services also include the development and implementation of an electronic data system for the submission of information and forms, related system maintenance, data analysis and technical assistance services.

B-2 MAJOR CONTRACT GOALS

The major goals of this contract are:

B-2.1 To continue the centralized collection of forms and confidential information, pursuant to Chapter 394, F.S.

B-2.2 To produce statutorily mandated and Department required reports related to the information collected by the BARC.

B-2.3 To implement a SFTSS for the electronic submission and storage of Baker Act forms and information.

B-3 SERVICE AREA, LOCATION AND TIMES

B-3.1 Service Area

The Provider shall provide the services specified in **Exhibit C** on a statewide basis to all Statutorily Mandated Reporters in the state of Florida.

B-3.2 Service Delivery Location

The Provider's administrative and programmatic offices shall be located at the address specified in **Section 1.2.a**.

B-3.3 Service Times

B-3.3.1 The Provider's administrative services shall be available and provided between the hours of 8:00 am through 5:00 pm, Eastern Time, Monday through Friday, excluding state holidays.

B-3.3.2 Access to the SFTSS shall be available 24 hours per day, seven days a week, excluding any server downtime scheduled for routine maintenance.

B-3.3.3 Changes in service times and any additional holidays that the Provider wants to observe shall be approved in writing by the Department.

B-3.4 Changes in Location

The Provider shall notify the Department in writing a minimum of one week prior to making changes in office location or any changes that will affect the Department's ability to contact the Provider by telephone, facsimile, or email.

B-4 CLIENTS TO BE SERVED

This is not a client service Contract.

B-5 EQUIPMENT

The Provider shall be responsible for supplying all equipment necessary to perform and complete the services described herein including but not limited to computers, telephones, copier and fax machine, supplies and maintenance.

B-6 CONTRACT LIMITS

B-6.1 The total funds awarded under this Contract shall not exceed \$400,000.00 per fiscal year.

B-6.2 The Provider is not authorized to invoice the Department for more units than are specified, or for more units than can be purchased with the amount of funds specified in this Contract.

B-6.3 The Provider is not authorized to use data collected as part of this contract without written approval of the Department.

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 Electronic Data System Development, Maintenance and Support

C-1.1.1 The Provider shall submit a Project Timeline for the development of the Secure File Transfer and Storage System (SFTSS) within 15 days after contract execution.

C-1.1.2 The Provider shall develop and implement the SFTSS that includes:

C-1.1.2.1 Compliance with the National Institute of Standards and Technology (NIST) commensurable with the sensitivity of the data.

C-1.1.2.2 Encryption of data in transit and data at rest.

C-1.1.2.3 Logging and monitoring of file access.

C-1.1.2.4 Change management procedures tracking system development, modification, enhancements, deployments, and maintenance actions performed on the system

C-1.1.2.5 A data dictionary.

C-1.1.2.6 Frequently Asked Questions (FAQs).

C-1.1.3 Upon completion of development of the SFTSS, the Provider shall provide monthly hosting and maintenance including system modifications and enhancements.

C-1.1.4 The Provider shall notify the Department immediately of any unplanned system outages or major disruptions to user access to the SFTSS.

C-1.1.5 The Provider shall develop and implement a Department-approved protocol for the conversion of hard copy forms submitted to electronic portable document format (pdf) for retention in accordance with Section 5.1.2. The protocol must include the disposition of hard copy forms in a manner that safeguards the interests of the Department and the safety, security and privacy of individuals. The manner in which forms are destroyed must prevent unauthorized access to or use of the information and ensure the information cannot practicably be read, reconstructed, or recovered.

C-1.2 Form Collection

The Provider shall accept the following forms from Statutorily Mandated Reporters, as specified in Chapter 65E-5, F.A.C.:

C-1.2.1 Petition for Involuntary Inpatient Placement (CF-MH 3032), pursuant to section 394.467(3), F.S.

C-1.2.2 Order for Involuntary Inpatient Placement (CF-MH 3008), pursuant to section 394.463(2)(e), F.S.

C-1.2.3 Petition for Involuntary Outpatient Placement (CF-MH 3130), pursuant to section 394.4655(4)(c), F.S.

C-1.2.4 Order for Involuntary Outpatient Services or Continued Involuntary Outpatient Placement (CF-MH 3155), pursuant to section 394.463(2)(e), F.S.

C-1.2.5 Certificate and Individualized Plan of Continued Services, pursuant to section 394.4655(8)(a)4, F.S.

C-1.2.6 Ex-parte Order for Involuntary Examination (CF-MH 3001), pursuant to section 394.463(2)(a)1, F.S.

C-1.2.7 Report of Law Enforcement Initiating Involuntary Examination (CF-MH 3052a), pursuant to section 394.463(2)(a)2, F.S.

C-1.2.8 Certificate of Professional Initiating Involuntary Examination (CF-MH 3052b), pursuant to section 394.463(2)(a)3, F.S.

C-1.2.9 Cover Sheet to Department of Children and Families (CF-MH 3118), pursuant to Chapter 65E-5.280(5), F.A.C.

C-1.3 Data Entry and Quality Assurance

C-1.3.1 The Provider shall ensure data contained in the forms submitted by Statutorily Mandated Reporters are entered into the SFSS within 30 business days of receipt of each form.

C-1.3.2 The Provider shall follow-up with Statutorily Mandated Reporters to correct or update any submissions lacking all necessary information within 15 business days of identifying the deficiency.

C-1.3.3 The Provider shall perform a quarterly review of the form submission process to identify the following and provide feedback to Statutorily Mandated Reporters:

C-1.3.3.1 Timeliness of submission of forms to the SFSS.

C-1.3.3.2 Completeness of forms.

C-1.3.3.3 Any other issues affecting submission of forms to the SFTSS, including any system issues or mitigating circumstances.

C-1.3.4 The Provider shall electronically transfer data to the Department for use in the Centralized Integrated Data Repository (CIDR)/Florida Safe Schools Portal (FSSP), as detailed in section 1001.21(6), F.S.

C-1.4 Data Analysis

C-1.4.1 The Provider shall analyze data submitted by Statutorily Mandated Reporters and submit to the Department a detailed description of their findings to support the Department's development of the following statutorily required reports:

C-1.4.1.1 Quarterly Child and Adolescent High Utilizer Report, pursuant to section 394.493, F.S.

C-1.4.1.2 Repeated Involuntary Examination of Minors Report in odd-numbered calendar years, pursuant to section 394.463(4), F.S.

C-1.4.2 The Provider shall provide additional ad-hoc data analyses, as requested by the Department, within five days of receiving the request from the Department.

C-1.4.3 The Provider may request, in writing, an extension for any requests for analysis or reports requiring greater than five days to complete. The request shall include a proposed completion date and shall be approved by the Contract Manager.

C-1.5 Training and Technical Assistance

C-1.5.1 The Provider shall assist the Department with dissemination of information and provide consultation about new forms and data collection processes adopted by the Department.

C-1.5.2 The Provider shall develop and maintain training materials for the electronic submission of data to the SFTSS.

C-1.5.3 The Provider shall provide technical assistance to those using the SFTSS.

C-1.5.4 The Provider shall develop and maintain a log of all technical assistance provided, including the information specified in the Quarterly Performance Report, **Exhibit C1**.

C-2 ADMINISTRATIVE TASKS

C-2.1 Staffing

The Provider shall recruit, hire and train qualified staff to adequately perform the tasks required under this Contract. Each staff shall meet the required level of education and training standards for the positions held, as established by the Provider's approved position descriptions and personnel policies. Proof of required professional education and training shall be maintained in the employees' file and made available for Department review upon request.

C-2.2 Professional Qualifications

The Provider shall ensure that all staff qualifications comply with applicable rules, statutes, and licensing standards.

C-2.3 Subcontracting

The Provider may subcontract for services under this contract, subject to the requirements of **Section 4.2**.

C-2.4 Records and Documentation

C-2.4.1 Unless otherwise specified in **Section C-2.5**, all correspondence, reports, records and documentation may be maintained and provided to the Department electronically.

C-2.4.2 The Provider shall maintain documentation to support all services provided under this Contract, including but not limited to, all data reported, analysis conducted, verification of system uptime, system modifications and enhancements and expenditures associated with the provision of services.

C-2.5 Reports

The Provider shall document all tasks and activities under this Contract in the following reports, to be submitted for review and approval in accordance with **Table 1**. For each report, the Provider shall develop a template for Department approval.

C-2.5.1 Monthly Report

The Provider shall submit a monthly spreadsheet documenting the count of involuntary examinations received using the information from the following forms; CF-MH 3118, CF-MH 3001, CF-MH 3052a, and CF-MH 3052b for the previous month, detailed by county, Department region and by age group, as directed by the Department. The spreadsheet must also include data for the previous 12 calendar months.

C-2.5.2 Quarterly Performance Report

The Provider shall submit a quarterly performance report using the template provided in **Exhibit C1**. This report shall document the provision of the service tasks and Provider performance, for each 3-month service unit defined in **Section D-1**, as follows:

C-2.5.2.1 July 1 through September 30

C-2.5.2.2 October 1 through December 31

C-2.5.2.3 January 1 through March 31

C-2.5.2.4 April 1 through June 30

C-2.5.3 Quarterly Child and Adolescent High Utilizers

The Provider shall submit a quarterly analysis of child and adolescent high utilizers, as specified in **Section C-1.4.1.1**.

C-2.5.4 Annual Report

The Provider shall develop an annual report for Department approval, based on the state fiscal year (July 1 – June 30) analyzing data obtained from the forms submitted by Statutorily Mandated Reporters, as required by section 394.463(2)(e), F.S.

C-2.5.5 Ad-hoc Reports

The Provider shall submit ad-hoc reports to the Department within five business days of request.

C-2.6 Reporting Schedule

The Provider shall electronically submit reports in accordance with the reporting schedule in **Table 1**.

Table 1. Reporting Schedule		
Report Title	Report Due Date(s)	Report Recipient(s)
SFTSS Project Timeline	Within 15 days of contract execution	Contract Manager Program Office Subject Matter Expert
Monthly Report	15 th day of the month following the month of service provision	
Quarterly Performance Report	15 th day of the month following the quarter (3-months) of service provision	
Data Analysis of Quarterly Child and Adolescent High Utilizers		
DRAFT Annual Report	November 1 Annually	
FINAL Annual Report	December 1 Annually	
Data Analysis of Repeated Involuntary Examinations of Children and Adolescents	July 1 in Odd Numbered Years	
Ad-Hoc Analysis & Reporting	within 5 business days of receipt of request from the Department	

C-2.7 The Provider may request an extension of the Due Date for a specific report due to unforeseeable circumstances impacting the target completion date. Any extension request must comply with the following process:

C-2.7.1 The Provider may submit an extension request no less than 21 calendar days prior to the due date. If the Provider cannot meet this timeframe, the Provider must provide written reasons why the 21 calendar days were not met when requesting an extension.

C-2.7.2 The extension request shall include a justification detailing the circumstances impacting the original completion date and a proposed alternative completion date.

C-2.7.3 The Department will provide a written response to each extension request and reserves the exclusive right to accept, reject or otherwise modify an extension request.

EXHIBIT C1 – QUARTERLY PERFORMANCE REPORT

Quarterly Performance Report					
Provider Name				Contract No.	
Service Period	From:		To:		Date Submitted:

Part 1 – Electronic Data System Development, Maintenance and Support

Provide a summary of the activities specified in **Section C-1.1**.

- a. Project timeline update.
- b. Planned and unplanned maintenance conducted.
- c. System uptime and downtime.
- d. Modifications and enhancements completed.
- e. Any ongoing challenges or issues.

Part 2 – Form Collection

Provide a summary of forms received from Statutorily Mandated Reporters, as specified in **Section C-1.2**.

Part 3 - Data Entry and Quality Assurance

Provide a summary of the activities conducted, as specified in **Section C-1.3**.

- a. A summary of the data entry activities performed, including any delays to meeting the required timeframe.
- b. Identification of the number of submissions lacking all necessary information and the Provider’s follow-up activities.
- c. A summary of the quarterly review of the submission process, detailing the findings regarding timeliness of form submission, completeness of forms and any other issues affecting submission of forms to the SFTSS, including any system issues or mitigating circumstances.
- d. A summary of activities related to the Centralized Integrated Data Repository/Florida Safe Schools Portal, including information about any challenges to transmitting the required data.

Part 4 – Data Analysis

Provide a summary of all data analysis provided to the Department, as specified in **Section C-1.4**.

Part 5 - Training and Technical Assistance

Provide a summary of all activities specified in **Section C-1.5**.

- a. Technical assistance log detailing:
 - 1. Date of receipt of each request for assistance.
 - 2. Summary of the issue topic.
 - 3. Project staff assigned to resolution.
 - 4. Summary of the resolution.
 - 5. Resolution completion date.
- b. Narrative describing any issues not resolved during this reporting period, the proposed resolution and completion date.
- c. Any assistance provided to the Department with implementing new forms and data collection processes.

Part 6 – Performance Measures

Provide an update of the Provider’s performance, as outlined in **Exhibit E, Section E-1.**

PERFORMANCE MEASURES			
Description	Annual Target	Reporting Period	Year to Date
E-1.1. A minimum of 95% of forms submitted to the Providers shall be entered into the SFTSS within 30 business days of receipt of the form.	95%		
E-1.2. The Provider shall follow-up with a minimum of 95% of Statutorily Mandated Reporters submitting forms identified as missing information within 15 days of identifying the deficiency.	95%		
E-1.3. A minimum of 80% of technical assistance and support issues shall be resolved within 30 business days.	80%		
E-1.4. The SFTSS shall maintain a minimum uptime of 95% for each quarterly reporting period.	95%		
E-1.5. A minimum of 90% of all reports requested or required by the Department shall be completed with fewer than three separate requests by the Department for substantive content revisions to the final documents, not including revisions for typographical edits. Documentation for this measure shall include any electronic correspondence between the Department and the Provider requesting revisions to the Provider’s submissions.	90%		
E-1.6. A minimum of 90% of reports shall be submitted in a Department-approved written format. The written format for reports shall be submitted on time, grammatically correct, and containing current and correct information.	90%		
<i>Use the space below to provide any discussion of performance-related details affecting the delivery of services according to the specified targets. (Optional)</i>			

ATTESTATION			
I hereby attest the information provided herein is accurate, reflects services provided in accordance with the terms and conditions of this contract, and is supported by client documentation records maintained by this agency.			
Authorized Name and Title <i>(please print)</i>			
Signature		Date	

EXHIBIT D - DELIVERABLES

D-1 SERVICE UNITS

This Contract is based upon the following units of service:

D-1.1 A service unit is a bundle of one quarter (3-months) of services outlined in **Exhibit C**.

D-1.2 The quarterly fixed fee for this Service Unit shall be \$100,000.00 per quarter during each state fiscal year, not to exceed \$400,000.00 each state fiscal year.

D-2 SERVICE TARGETS

During each state fiscal year, the Provider shall deliver four units of the quarterly service unit defined in **Section D-1**.

D-3 DELIVERABLES

The Provider shall demonstrate satisfactory progress towards the service targets in **Section D-2**, through submission of the Quarterly Performance Report specified in **Exhibit C, Section C-2.6**.

D-4 PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES

D-4.1 Satisfactory performance of the tasks defined in **Section C-1.1** shall be demonstrated by 100% completion of each task specified in **Exhibit C** as reported quarterly through submission of **Exhibit C1**.

D-4.2 In the event the Provider fails to achieve the minimum performance measure in **Section E1**, the Department shall apply the provisions of **Section F-3**.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 MINIMUM PERFORMANCE MEASURES

The following annual minimum qualitative performance measures shall be maintained during the term of this Contract.

E-1.1 A minimum of 95% of forms submitted to the Providers shall be entered into the SFTSS within 30 business days of receipt of the form.

E-1.2 The Provider shall follow-up with a minimum of 95% of Statutorily Mandated Reporters submitting forms identified as missing information within 15 business days of identifying the deficiency.

E-1.3 A minimum of 80% of technical assistance and support issues shall be resolved within 30 days.

E-1.4 The SFTSS shall maintain a minimum uptime of 95% for each reporting period.

E-1.5 The Annual Report shall be completed with fewer than three separate requests by the Department for substantive content revisions to the final documents, not including revisions for minor typographical edits. Documentation for this measure shall include any electronic correspondence between the Department and the Provider requesting revisions to the Provider's submissions.

E-1.6 A minimum of 90% of reports shall be submitted in a Department-approved written format. The written format for reports shall be submitted on time, grammatically correct, and containing current and correct information.

E-2 PERFORMANCE EVALUATION METHODOLOGY

The Department will monitor the Provider's performance in achieving the standards in **Section E-1** according to the following methodology:

E-2.1 For the measure in **Section E-1.1**:

The number of forms submitted entered into the SFTSS within 30 business days of receipt DIVIDED BY the total number of forms submitted SHALL BE GREATER THAN OR EQUAL TO 95%.

E-2.2 For the measure in **Section E-1.2**:

The number of follow-ups conducted by the Provider for forms submitted and identified as missing information within 15 days of identifying the deficiency DIVIDED BY the total number of forms submitted and identified as missing information SHALL BE GREATER THAN OR EQUAL TO 95%.

E-2.3 For the measure in **Section E-1.3**:

The number of technical assistance and support issues resolved within 30 days DIVIDED BY the total number of technical assistance and support issues identified SHALL BE GREATER THAN OR EQUAL TO 80%.

E-2.4 For the measure in **Section E-1.4**:

The number of operational days for the SFTSS DIVIDED BY the total number of calendar days SHALL BE GREATER THAN OR EQUAL TO 95%.

E-2.5 For the measure in **Section E-1.5**:

The number of reports requested or required by the Department completed with fewer than three separate requests for substantive revisions DIVIDED BY the total number of reports requested or required by the Department SHALL BE GREATER THAN OR EQUAL TO 90%

E-2.6 For the measure in **Section E-1.6**:

The number of written reports completed and submitted on time, correct and current DIVIDED BY the total number of written reports completed and submitted to the Department SHALL BE GREATER THAN OR EQUAL TO 90%.

REVISED EXHIBIT F - METHOD OF PAYMENT

F-1 PAYMENT METHODOLOGY

This is a fixed price (fixed fee) Contract. The Department will pay the Provider for the delivery of four (4) quarterly service units per State Fiscal Year provided in accordance with the terms and conditions of this Contract, subject to the availability of funds, as specified in **Table 2**.

Table 2. Service Unit				
Service Unit	Unit Type	Annual # of Units	Unit Rate	Annual Total
Unit D-1.1 One quarter of services per Exhibit C	Quarterly	4	\$ 100,000.00	\$ 400,000.00
CONTRACT TOTAL				\$ 2,000,000.00

F-2 INVOICE REQUIREMENTS

The Provider shall request payment on a quarterly basis through submission of a properly completed and signed invoice using the template provided in **Exhibit F1**. Invoices and all supporting documentation are due no later than the 15th day of the month following each quarter of service provision.

F-3 FINANCIAL CONSEQUENCES

F-3.1 The Department shall approve quarterly payments following receipt of documentation of compliance with the Performance Measures for Acceptance of Deliverables in **Section D-4**.

F-3.2 If the Provider does not meet a performance measure in **Exhibit E**, the Department will reduce the payment due for that quarter by 1 percent of the invoice amount for each measure not met, up to a maximum reduction of 5 percent in any quarter.

EXHIBIT F1 – INVOICE TEMPLATE

MONTHLY INVOICE				
Provider Name			Contract No.	
Address			Invoice No.	
Service Period	From:		To:	
			Federal ID #	
Service Unit Description	# of Units	Rate	Amount Requested	
Unit D-1.1 <i>One quarter of BARC services per Exhibit C</i>				
<i>Submit a fully completed Monthly Performance Report (Exhibit C1) as supporting documentation for the above services.</i>				
Total Contract Amount				
Total Amount of Previous Payments				
Amount Requested This Invoice				
Contract Balance After This Payment				

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

DCF CONTRACT MANAGER USE ONLY:		
Date Invoice Received:		
Date Goods/Services Received:		
Date Inspected and Approved:		
Financial Consequences Applied?	Description:	
	Reduction Amount:	
Yes ____ No ____	Approved Amount:	Payment
Approved By:		
Payment Funding Codes:		

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), Florida Statutes.

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

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

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

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

PART III: REPORT SUBMISSION

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

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

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

Email address: HOW.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.

Attachment 2

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signature: _____

Date: _____

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____

ATTACHMENT 3

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;
- 2.1.1 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 30 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.

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 <ul style="list-style-type: none"> 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 lessor 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 markers, 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

<p>accordance with statutes, regulations and terms and conditions. Monitoring must include:</p> <p>7.4.1 Reviewing financial and programmatic reports</p> <p>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</p> <p>7.4.3 Issuing a management decision for audit findings pertaining to the federal award</p>
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.

Appendix XI

DCF RFP 2021 012 Programmatic Evaluation Manual

State of Florida
Department of Children and Families



BAKER ACT REPORTING CENTER
RFP# - DCF RFP 2021 012

Evaluator Name: _____

Vendor Name: _____

Date of Response Evaluation: _____

Evaluator Signature: _____

Effective Date: July 31, 2020
(PMT-22-2021)

1 GENERAL INSTRUCTIONS

- 1.1 Each programmatic evaluator will evaluate the programmatic response for all vendor proposals that pass the mandatory criteria. Each evaluation criterion must be scored. Fractional values will not be accepted. If an evaluator score sheet(s) is missing scores, it will be returned for completion. Scoring must reflect the evaluator's independent evaluation of the proposal to each evaluation criterion.
- 1.2 Each evaluator shall assign a score for each evaluation criterion based upon his/her assessment of the response. The assignment of an individual score must be based upon the following description of the point scores:

IF, in your judgment the response demonstrates and/or describes...	Category	...assign Points within...
Exceeds minimum requirements; demonstrates superior understanding of the project, excellent and innovative programmatic capability, an outstanding approach, and clarity in presentation.	Superior	100% of the points for the criterion.
Above minimum requirements; vendor(s) has a good approach demonstrates above-average understanding of the project, and above average programmatic capability.	Good	75% of the points for the criterion.
Meets minimum requirements; demonstrates general understanding of the project, acceptable programmatic capability.	Adequate	50% of the points for the criterion.
Not included in the Proposal or below minimum requirements; demonstrates insufficient understanding of the project, demonstrates poor programmatic capability, and is not clearly presented.	Poor	25% of the points for the criterion.

- 1.3 When completing score sheets programmatic evaluators should record references to the sections of the Request for Proposal (RFP) and the written response materials which most directly pertain to the criterion and upon which their scores were based. More than one section may be recorded. Evaluators should not attempt an exhaustive documentation of every bit of information considered but only key information. In general, the reference statements should be brief. If the response does not address an evaluation criterion, evaluators should indicate "not addressed" and score it accordingly.
- 1.4 Each evaluator has been provided a copy of the RFP, including its appendices, any RFP amendments, and vendor written inquiries and the written responses provided by the Department. Each evaluator will also be provided with a copy of each programmatic response which should be evaluated and scored according to the instructions provided in the solicitation and the evaluation manual.
- 1.5 Replies shall be independently scored by each member of the evaluation team. No collaboration is permitted during the scoring process. The same scoring principles must be applied to every response received, independent of other evaluators. Evaluators should work carefully to be as thorough as possible in order to ensure a fair and open competitive procurement. No attempt by Department personnel or others, including other evaluators, to influence an evaluator's scoring shall be tolerated.

- 1.6 If any attempt is made to influence an evaluator, the evaluator must immediately report the incident to the Procurement Officer. If such an attempt is made by the Procurement Officer, the evaluator must immediately report the incident to the Inspector General.
- 1.7 The Procurement Officer will conduct reference checks via telephone interviews.
- 1.8 Only the rating sheets provided should be used. No additional notes or marks should appear elsewhere in the evaluation manual.
- 1.9 Evaluators may request assistance in understanding evaluation criteria and replies only from the Procurement Officer and Subject Matter Experts via the Procurement Officer.
- 1.10 Questions related to the solicitation and the evaluations of the response should be directed only to:
Michele.Staffieri@myflfamilies.com
- 1.11 After each evaluator has completed the scoring of each programmatic response, the scores are then submitted to the Procurement Officer for compilation. The Procurement Officer will average the total programmatic point scores by each evaluator to calculate the points awarded for each section along with the financial scoring for each vendor. Financial scoring is conducted by either financial evaluators or a formula. The two scores are added together with the highest scorer being awarded.
- 1.12 Following completion of the independent evaluations of the replies, the Procurement Officer will hold a meeting to validate evaluator scoring. The purpose of the meeting is to ensure that their individual evaluation scores were captured correctly when preparing the total scores.

2 QUALITATIVE CRITERIA

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

- Vendor's articulation of their project approach and solution, and the ability of the approach and solution to meet the Department's needs, the requirements of this RFP and Appendix I, Attachment I
- The innovation of the approach and solution
- Vendor references and track record implementing similar solutions to the one specified in this RFP
- Experience and skills of proposed staff relative to the proposed approach and solution

3 PROGRAMMATIC RESPONSE POINT VALUES

The maximum score for the Programmatic Response is 580 points.

Programmatic Criteria	Maximum Points	Percent of Total (700 Points)
Criteria 1: Company Qualifications, Experience and Core Team Qualifications	120	17%
Criteria 2: Services Approach and Solution	460	66%
Cost Points – Cost Proposal Sheet	120	17%
Section 1 Subtotal	700	100%

<u>Criteria 1: Company Qualifications, Experience and Core Team Qualifications</u>		
Tabs 3 and 4 - RFA References: Sections 4.2.4 and 4.2.5		
How well does the proposal demonstrate the vendor's qualifications and experience necessary to provide the services outlined in this RFP?		
Consideration	Total Possible Points	Points Awarded
1. The adequacy of the vendor's executive overview in providing a governance structure that meets the Department's needs as outlined in this RFP.	Exceptional.....20 Good.....15 Adequate.....10 Poor.....5	
2. The adequacy of the vendor's experience and achievements relevant to the services outlined in this RFP.	Exceptional.....40 Good.....30 Adequate.....20 Poor.....10	
3. The adequacy of the qualifications and credentials of the core team proposed to lead the implementation of the SFTSS and maintain the BARC.	Exceptional.....60 Good.....45 Adequate.....30 Poor.....15	
Total Assigned Score		

Notes/Rationale:

Criteria 2: Services Approach and Solution		
Tab 5 - RFA References: Section 4.2.6		
How well does the application describe the vendor's approach and solution to be addressed by the proposed project?		
Consideration	Total Possible Points	Points Awarded
1. To what extent does the vendor's proposed project timeline include an approach and solution that will meet the Department's needs for the BARC?	Exceptional..... 100 Good.....75 Adequate.....50 Poor.....25	
2. To what extent does the vendor's proposal describe a proposed SFTSS to meet the Department's needs?	Exceptional..... 100 Good.....75 Adequate.....50 Poor.....25	
3. To what extent does the vendor's proposal describe the vendor's proposed process for ensuring accurate data entry and quarterly reviews of the submission process?	Exceptional..... 60 Good.....45 Adequate.....30 Poor.....15	
4. To what extent does the vendor's proposal demonstrate a solution that will provide the Department with the required data analysis of BARC information?	Exceptional..... 100 Good.....75 Adequate.....50 Poor.....25	
5. To what extent does the vendor's proposal describe the vendor's ability to provide training and technical assistance statewide regarding the SFTSS?	Exceptional..... 40 Good.....30 Adequate.....20 Poor.....10	
6. To what extent does the vendor's proposal describe the vendor's capacity to ensure timely, accurate and grammatically correct reports?	Exceptional..... 60 Good.....45 Adequate.....30 Poor.....15	
Total Assigned Score		

Notes/Rationale:

