

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
Refugee Services Program



INVITATION TO NEGOTIATE (ITN)

**Comprehensive Refugee Services (CRS) for Refugees and Entrants
in Miami-Dade County**

CRS may include outreach, intake, assessment, case coordination/management, employment, vocational education, legal, youth, child care, mentoring, and other allowable services to assist eligible populations address barriers to gainful employment and integration.

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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (Department), Refugee Services (RS) Program is issuing this solicitation for the purpose of procuring Comprehensive Refugee Services (CRS) for Refugees and Entrants in Miami-Dade County.

With CRS, the Department seeks to provide an integrated service delivery system focused on promoting the long-term self-sufficiency and social integration of eligible individuals in Miami-Dade County.

Refugees coming from situations of instability and insecurity face a multitude of challenges when resettling in the United States. These challenges often inhibit a refugee's ability to become self-sufficient and socially integrated. Common obstacles to successful resettlement include language barriers, financial instability, limited local employment opportunities, limited or unrecognized formal education, employment status challenges, transportation difficulties, lack of transferable work skills, trauma, torture, chronic or acute medical issues, and mental health challenges.

Any person interested in submitting a reply must comply with all terms and conditions described in this Invitation to Negotiate (ITN).

1.2 Statement of Purpose

The Department is seeking one qualified vendor to administer CRS for Refugees and Entrants in Miami-Dade County.

1.3 Term of the Agreement

The anticipated start date of the resulting contract is October 1, 2021. The anticipated duration of the resulting contract is three (3) years (from contract execution). The resulting contract may be renewed for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

Funds are estimated to be between \$6,475,000 - \$9,80,000 for each year. Funding amounts will largely depend on Office of Refugee Resettlement (ORR) priorities, and the number of clients to be served, the area of service, and the types of services, as determined by the Department.

Please note that estimates are based on the availability of funds. Due to the unpredictability of refugee arrival patterns, federal grant requirements, and grant award amounts, the Department reserves the right to add funding to meet additional scope of services and tasks or decrease contract value if needs change or federal grant amounts decrease.

1.4 Contact Person and Procurement Officer

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

Florida Department of Children and Families
Jenifer L. Fonseca (Procurement Officer)

Mailing Address:

Florida Department of Children and Families
Refugee Services
1317 Winewood Blvd., Building 6, Room 200
Tallahassee, FL 32399-0700

E-mail: jenifer.fonseca@myflfamilies.com

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

1.5 Definitions

The program or service specific terms and definitions that apply to the ITN can be found at:

<https://www.myflfamilies.com/service-programs/refugee-services/docs/GlossaryServices.pdf>

Supporting Documentation

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

Subject	Description	Link
Department of Children and Families, Refugee Services Program	Website giving an overview of the program, (describes services, lists resources, and includes a calendar of events)	http://www.myflfamilies.com/service-programs/refugee-services
Administration for Children and Families, Office of Refugee Resettlement (ORR)	Website of the federal organization responsible for allocating funds aimed at assisting refugees, entrants, and others	https://www.acf.hhs.gov/orr

Subject	Description	Link
Florida's Refugee Population Statistical Reports	Detailed statistical information on refugee arrivals, services received, country of origin, etc.	https://www.myflfamilies.com/service-programs/refugee-services/statistics.shtml
Important Refugee Federal and National contact information	Provides information on many national and international groups providing assistance to refugees	https://www.myflfamilies.com/service-programs/refugee-services/resources.shtml

Arrival Data

The table below lists arrival data from federal fiscal year (FFY) 2015 to FFY 2019 for refugees and entrants in Miami-Dade County. Arrival numbers vary from year to year.

	FFY 2015	FFY 2016	FFY 2017	FFY 2018	FFY 2019	TOTAL
Afghanistan	0	13	22	0	5	40
Burma	10	2	6	0	0	18
Colombia	69	148	28	20	23	288
Cuba	34,313	39,906	19,029	3,467	8,227	104,942
Dem. Rep. Congo	16	75	5	1	4	101
Haiti	167	836	773	238	84	2,098
Iraq	0	17	16	0	0	33
Nicaragua	0	0	0	0	44	44
Syria	20	84	44	0	0	148
Venezuela	0	0	0	365	315	680
Other	66	104	107	55	144	476
TOTAL	34,661	41,185	20,030	4,146	8,846	108,868

1.6 Small, Minority, and Florida Certified Veterans Business Participation

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

SECTION 2. ITN PROCESS

2.1 General Overview of the Process

The ITN process is divided into two (2) phases, the Evaluation Phase and the Negotiation Phase. The Evaluation Phase involves the Department's initial evaluation of replies. During the Evaluation Phase, all responsive replies will be evaluated against the evaluation criteria set forth in this ITN. The Department will then select one (1) or more vendors (Shortlist) within the competitive range to participate in negotiations. A vendor will be deemed responsive unless determined to be nonresponsive as defined in this solicitation document.

The Negotiation Phase involves negotiations with the vendor(s). During the Negotiation Phase, the Department may request revised replies and Best And Final Offers (BAFOs) based on the negotiations. Following negotiations, the Department will post a notice of intended contract award in the Vendor Bid System (VBS), identifying the vendor(s) selected for award.

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the ITN

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the Department of Management Services (DMS) Vendor Bid System (VBS) located at: http://www.myflorida.com/apps/vbs/vbs_www.main_menu

To find postings at such location:

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

It is the responsibility of prospective vendors to check the VBS for addenda, notices of decisions and other information or clarifications to this ITN.

2.2.2 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to the Florida public records laws located in Chapter 119, F.S. **Section 4.4** addresses the submission of trade secret and other information exempted from public inspection.

2.3 Protests and Disputes

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

Failure to file a protest within the time prescribed in subsection 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under chapter 120, F.S.

2.4 Limitations on Contacting Department Personnel and Others

2.4.1 General Limitations

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the 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 response. As part of a response to a Department request for additional or clarifying information, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Officer for such purposes.

2.4.2 Limitations During Negotiations

During the Negotiation Phase of this ITN: (i) any contact and communication between the members of the negotiations team for the prospective vendor(s) with whom the Department is negotiating and the negotiation team for the Department is permissible, but only "on the record" (as required by subsection 286.0113(2), F.S.) during the negotiations meetings; (ii) communication between the Lead Negotiator for the prospective vendor(s) with whom the Department is negotiating and the Lead Negotiator for the Department outside of the negotiations meetings is permissible so long as it is in writing; and (iii) communications between prospective vendor representatives and other Department representatives is permissible only as determined in writing by the Procurement Officer. As part of an activity initiated by the Department during the negotiations phase, such as service or product demonstration, testing or development, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Officer or the Lead Negotiator for such purposes.

2.4.3 Violation of Contact Limitations

Violations of **Section 2.4** of this ITN will be grounds for rejecting a proposal, if determined by the Department to be material in nature.

2.5 Schedule of Events and Deadlines

Activity	Date	Time Eastern	Address	Section Reference
ITN advertised and released on Florida VBS:	September 14, 2020	4:30 pm	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.2.1
*Pre-bid Conference (Call) to be held:	September 29, 2020	1:00 pm	Attn: Jenifer L. Fonseca Procurement Officer 1-888-585-9008 Conference Room 667-696-270#	2.6
Submission of written inquiries must be received by:	October 5, 2020	5:00 pm	Attn: Jenifer L. Fonseca Procurement Officer Dept. of Children & Families jenifer.fonseca@myflfamilies.com 1317 Winewood Blvd, Bldg. 6 Suite 200 Tallahassee, FL 32399	2.7
Anticipated date for posting Department's Response to Inquiries:	October 12, 2020	5:00 pm	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.7

Activity	Date	Time Eastern	Address	Section Reference
Notice of Intent to Submit a Reply	October 26, 2020	5:00 pm	Attn: Jenifer L. Fonseca Procurement Officer Dept. of Children & Families 1317 Winewood Blvd, Bldg 6, Suite 200 Tallahassee, FL 32399 jenifer.fonseca@myflfamilies.com	2.8
Sealed replies must be received by the Department:	February 10, 2021	11:00 am	Attn: Jenifer L. Fonseca Procurement Officer Dept. of Children & Families, Bldg 2, Suite 202L Tallahassee, FL 32399	2.9, 4.1
*Reply opening:	February 10, 2021	12:30 pm	Dept. of Children & Families, Bldg 6, Suite 200 Tallahassee, FL 32399	4.2.2, 5.2
*Validation of evaluators and ranking of the replies:	February 25, 2021	2:00 pm	Dept. of Children & Families, Bldg 6, Suite 200 Tallahassee, FL 32399	5.3
Anticipated posting of qualified vendors (shortlist) for negotiation:	March 8, 2021	5:00 pm	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.3.5
Anticipated negotiation period:	March 12-April 16, 2021	TBD	TBD	5.4
*Meeting of negotiation team to develop recommendation for award:	April 20, 2021	1:30 pm	Dept. of Children & Families, Bldg 6, Suite 200 Tallahassee, FL 32399	5.5
Anticipated posting of Intended Contract Award:	May 11, 2021	5:00 pm	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.5.4
Anticipated Effective Date of Contract:	October 1, 2021	N/A	N/A	1.3
All vendors are hereby notified that meetings noted with an asterisk above () are public meetings open to the public and may be electronically recorded by any member of the audience.				

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

2.6 Pre-bid Conference Call

The purpose of the Pre-bid Conference is to review the ITN with interested vendors. The Department encourages all prospective vendors to participate in the Pre-bid Conference Call, during which prospective vendors may pose questions. The Pre-bid Conference Call for this ITN will be held at the time and date specified in **Section 2.5**. Participation in the Pre-bid Conference Call is not a prerequisite for acceptance of replies from prospective vendors. The Department shall be only bound by written information that is contained within the solicitation documents or formally posted as an addendum or a response to questions.

2.7 Written Inquiries

Prospective vendor questions will only be responded to with written information if submitted as written inquires to the Procurement Officer as specified in **Section 1.4**, via electronic mail, U.S. Mail, or other delivery service, and received on or before the date and time specified in **Section 2.5**. Vendors should use the template provided in **APPENDIX IV** of this ITN to submit written inquiries. Written inquires will not be accepted by facsimile.

The responses to all inquiries will be made available by the date and time specified in **Section 2.5** through electronic posting on the VBS at:

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

Any addenda or written responses supplied by the Department will subsequently become part of this solicitation.

2.8 Notice of Intent to Submit a Reply

Vendors who are interested in responding to this ITN may send a Notice of Intent to Submit a Reply (**APPENDIX I**) to the Procurement Officer specified in **Section 1.4**, on or before the date and time specified in **Section 2.5**.

2.9 Receipt of Replies (SEE ATTACHMENT 1 FOR ALTERNATE REPLY METHOD DUE TO COVID-19)

2.9.1 Reply Deadline

Replies must be received by the Department no later than the date/time and at the address provided in **Section 2.5**. Facsimile transmissions of replies will not be accepted. At the sole discretion of the Department, any replies that are not received at the specified address, by the specified date and time, may be not be evaluated. All methods of delivery or transmittal to the Department's contact person remain the responsibility of the prospective vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective vendor.

2.9.2 Binding Replies

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

2.9.3 Changes to Replies After Submission Prohibited

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

2.9.4 Right to Rely on Department Information

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

2.9.5 Receipt Statement

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

2.9.6 Request to Withdraw Reply

A written request to withdraw a reply, signed by the vendor, may be considered if received by the Department within 72-hours after the reply opening time and date as specified in **Section 2.5** above. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious vendor error.

2.9.7 Cost of Preparation of Reply

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

2.10 Form PUR 1001

The standard "General Instructions to Respondents" Form PUR 1001 (10/06) is hereby attached to this ITN by reference as if fully recited herein. Sections 3, 4, 5, 14, and 18 of Form PUR 1001 are not applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this ITN, the terms of this ITN shall take precedence over Form PUR 1001, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1001 shall take precedence. Form PUR 1001 is available at:

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

2.11 Department's Reserved Rights

2.11.1 Waiver of Minor Irregularities

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

2.11.2 Right to Inspect, Investigate, and Rely on Information

The Department reserves the right to inspect a vendor's facilities and operations, to investigate any vendor representations and to rely on information about a vendor in the Department's records or known to its personnel.

2.11.3 Rejection of All Replies

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

2.11.4 Withdrawal of ITN

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

2.11.5 Reserved Rights After Notice of Award

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

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

2.11.6 Other Reserved Rights

The Department reserves all rights described elsewhere in this ITN.

2.11.6.1 The Department reserves the right to alter or adjust the service locations, counties, services, tasks, deliverables, funding, and the number of clients and to add service priorities as needed.

2.11.6.2 At times, the Department may receive additional refugee-related funds for relevant services not specifically mentioned in this ITN. If the Department deems it necessary, any such funding may be distributed to the successful CRS vendor. Since the vendor will be charged with developing, implementing, and managing an integrated CRS program in the service area, then the vendor will be responsible for managing any additional funds and ensuring that any related services are delivered in an effective and efficient manner.

2.11.6.3 The Department reserves the right to negotiate indirect cost rates and therefore is not bound to the vendor's agreements negotiated with other agencies or organizations.

SECTION 3. SPECIFICATIONS

3.1 Mandatory Requirements

The vendor must meet the requirements of **Sections 4.2.2 and 5.2, and APPENDIX V** and elsewhere in this procurement whether or not specifically listed here. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

3.2 Minimum Programmatic Specifications

3.2.1 General Statement

Comprehensive Refugee Services will be provided to assist eligible refugees in effectively resettling and becoming economically self-sufficient as quickly as possible following arrival to the United States.

3.2.2 Programmatic Authority

This program is administered under the authority of section 402.86, F.S., 45 C.F.R. Part 400 (Health and Human Services Refugee Resettlement Program), 45 C.F.R. Part 401 (Cuban/Haitian Entrant Program), and the State of Florida's plan for the provision of refugee services through the State's Refugee Program. The vendor must comply with all applicable state and federal laws, regulations, action transmittals, program instructions, review guides, and similar documentation, including, but not limited to, the applicable laws and regulations as outlined in any resulting contract.

The vendor must also ensure that it operates in accordance with the Uniform Grant Guidance. The vendor shall ensure compliance with these federal regulations. The Department requests that the vendor submit a variety of documents demonstrating compliance (see **Section 4.2.6** for detailed requirements).

3.2.3 Scope of Service

Comprehensive Refugee Services will be provided to eligible refugees who reside in Miami-Dade County. Refugees residing in neighboring counties where no Refugee Services (RS)-funded CRS program exists may also be served.

3.2.4 Major Program Goals

The goal of CRS is to promote the economic self-sufficiency and social integration of eligible populations in as short a time period as possible.

3.2.5 Contract Limits

3.2.5.1 Funds for any resulting contract may be administered under the terms of the Refugee Social Services/Refugee Support Services Grant, and 45 C.F.R. Parts 400 and 401, and are subject to all grant and federal regulatory requirements. Discretionary funding and other sources may also be utilized if administered by the Department.

3.2.6 Client Eligibility

3.2.6.1 Under the resulting contract, CRS will be provided to refugees in need of services residing in Miami-Dade County who have been in the United States for less than 60 months, except for citizenship and naturalization services and referral and interpreter services, as per 45 C.F.R. 400.152 (b). Refugees residing in neighboring counties where no Refugee Services (RS)-funded CRS program exists may also be served. Depending on the resulting

contract's specific funding source(s), other refugee groups may be eligible for services with additional requirements.

3.2.7 Client Determination

3.2.7.1 Eligibility shall be determined as it is defined within 45 C.F.R. Parts 400 and 401 and other eligibility memoranda distributed by the Department. The Department has final authority on client eligibility.

3.2.7.2 Client Eligibility Determination. The vendor shall determine refugee program eligibility based on the individual's immigration status, country of origin and date of entry to the U.S. using original immigration documents provided by the individual. The period of eligibility is calculated from the individual's date of arrival in the U.S., with the exception of asylees, whose period of eligibility is calculated from the date asylum was granted, and victims of severe forms of trafficking whose eligibility is determined using the date on the ORR eligibility letter (children) or certification letter (adults). A legible copy (front and back) of immigration documentation verifying refugee eligibility is required to accurately determine eligibility. An eligibility guide describing specific client determination information is available from the Department or by visiting the Department's Refugee Services Program website at:

<https://www.myflfamilies.com/service-programs/refugee-services/eligibility-guide.shtml>

3.2.7.3 Immigration Status Verification. In the event the vendor elects to utilize the SAVE/VIS (Systematic Alien Verification for Entitlements/Verification Information System), the vendor shall follow the procedures for the system included in any resulting contract. Not-for-profit entities are not required to verify eligibility through the SAVE/VIS Program. Client documentation that provides proof of eligibility in accordance with RS guidelines is sufficient to provide services.

3.2.7.4 The vendor shall not deny any services under any resulting contract to any individual because an individual refuses to provide his or her social security number (ORR State Letter #00-23).

3.2.8 Current Service Priorities

Comprehensive Refugee Services will be funded by ORR through the Refugee Social Services, Refugee Support Services Grant. Discretionary funding and other sources may also be utilized if administered by the Department. Currently the following priorities apply to services funded through these grants:

3.2.8.1 Refugee Support Services/Social Services Grant funds can be used to serve refugees/entrants who have been in the United States for less than 60 months except for citizenship and naturalization preparation services, referrals, and/or interpreter services (45 CFR 400.152). The following priorities apply to services funded through these grants:

3.2.8.1.1 First Priority. All newly arriving refugees/entrants during their first year in the U.S. who apply for services.

- 3.2.8.1.2 **Second Priority.** Refugees/entrants who are receiving cash assistance.
 - 3.2.8.1.3 **Third Priority.** Unemployed refugees/entrants who are not receiving cash assistance; and
 - 3.2.8.1.4 **Fourth Priority.** Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.
- 3.2.8.2 **Refugee School Impact Grant Set-Aside, Refugee Support Services/Social Services Grant** funds can be used to serve refugees/entrants seeking Youth Services assistance. The following priorities apply to Youth Services funded through this contract:
- 3.2.8.2.1 **First Priority.** Refugees/ Entrants who have been in the US for less than 12 months or within 12 months of their date of asylum or applicable eligibility date; and
 - 3.2.8.2.2 **Second Priority.** Refugees/Entrants who have been in the US for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
 - 3.2.8.2.3 **Third Priority.** Refugees/Entrants whose date of entry in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the approval of the Department’s Contract Manager.
- 3.2.8.3 **Services to Older Refugees Set-Aside, Refugee Support Services/Social Services Grant** funds can be used to serve older refugees/entrants (over the age of 60 years old), whose eligibility date is less than 60 months. The following priorities apply to services funded through these grants:
- 3.2.8.3.1 **First Priority.** All newly arriving older refugees/entrants during their first year of service eligibility who apply for services;
 - 3.2.8.3.2 **Second Priority.** Older refugees/entrants who have lost, or are at risk of losing, SSI and/or other federal benefits; and
 - 3.2.8.3.3 **Third Priority.** Older refugees/entrants with the greatest relative risk of nursing home placement.
- 3.2.8.4 **Refugee Mentoring Set-Aside, Refugee Support Services Grant** funds can be used to serve refugees/entrants between the ages of 15 and 24 years of age seeking Mentoring Services. The following priorities apply:
- 3.2.8.4.1 **First Priority.** Refugees/ Entrants who have been in the U.S. for less than twelve 12 months or within 12 months of their date of asylum or applicable eligibility date;
 - 3.2.8.4.2 **Second Priority.** Refugees/Entrants who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and

3.2.8.4.3 Third Priority. Refugees/Entrants whose date of entry in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the approval of the Department's Contract Manager.

3.2.9 Comprehensive Refugee Services

The development of a CRS program involves a Community Needs Assessment of the service area and its eligible populations and the creation of a Community Plan based on identified needs. The Community Plan will identify priority services that are not addressed by other services to refugees, such as Match Grant, Preferred Community programs, and other mainstream services. The Community Plan will explain how the vendor will implement and manage an integrated service delivery system focused on the long-term self-sufficiency and social integration of eligible populations in the service area.

The vendor must provide the required services, directly or indirectly. If the vendor is unable to directly deliver a particular service, the vendor may subcontract with other organizations capable of providing that service. The vendor will have full responsibility in managing and monitoring any subcontracts and ensuring satisfactory performance. If satisfactory performance is not achieved, the vendor must have a system of accountability in place.

Federal policy regarding refugees and refugee resettlement sometimes changes. The Department seeks a vendor with the flexibility and openness to adjust specific tasks and deliverables as necessary. If the overall number of arriving refugees increases or decreases, or if population demographics shift, the vendor must have the ability to evolve its service delivery model to meet the needs of the eligible population in an efficient and cost-effective manner. Although tasks, deliverables, and population specifics may vary over time, the overall goal of the CRS program will remain the same.

The vendor shall perform or ensure that the following substantive service tasks are performed:

3.2.9.1 Community Plan (Plan) - The vendor shall conduct an assessment of needs of refugees in the community and services available to address those needs. The assessment should include a projection of the number of refugee arrivals for the initial year of service and arrivals in the community over the last three (3) years, demographic data of refugees (ages, countries of origin, gender), geographic locations of clients in the service area, and an identification of the needs and existing services available (including Match Grant, Preferred Communities, mainstream services, etc.). Gaps should be identified and services the vendor proposes to provide should address the identified gaps.

Based on the gaps identified in the Community Needs Assessment, the vendor shall develop and implement a Community Plan that outlines an integrated service delivery system and describes a plan for ensuring appropriate and adequate services are provided to eligible populations.

The Plan shall also outline linkages, working agreements, and subcontracts that the vendor will incorporate into the integrated service delivery system, including how the vendor will ensure that clients experience a smooth

transition or service delivery between partnering organizations. The vendor must be capable of providing, directly or indirectly, all services required to meet the needs identified in the assessment.

When appropriate, services provided by mainstream community resources shall be utilized, and the vendor shall ensure that funding is only spent on allowable activities. The Plan shall identify mainstream community resources and explain how the vendor will utilize those resources to serve the eligible population.

A complete list of allowable services can be found on the **Allowable Services List (Appendix XV)**. The vendor may select some or all services on the list and must justify the inclusion or exclusion of services. The vendor must include service components that are marked as mandatory. The vendor is encouraged to propose additional services if the listed services do not adequately meet the needs of refugees in the community, as identified in the assessment. The vendor shall offer a clear and detailed explanation of how services were selected, how the services selected address the needs identified in the assessment, and how the array of services selected will lead to client self-sufficiency and integration.

The Plan may be revised without a formal contract amendment with the written approval of the Department's designated Contract Manager, prior to implementation of the revision.

3.2.10 Task Limits

- 3.2.10.1** The vendor shall not make stipend payments to a client under the terms of any resulting contract.
- 3.2.10.2** The vendor shall not be compensated for the performance of any tasks related to the program, other than those described in any resulting contract, without the express written consent of the Department.
- 3.2.10.3** The vendor shall not deny any services under any resulting contract to any individual because an individual refuses to provide his or her social security number.
- 3.2.10.4** Not-for-profit entities are not required to verify eligibility through the SAVE/VIS Program. Client documentation that provides proof of eligibility in accordance with RS guidelines is sufficient to provide services.
- 3.2.10.5** Payment for vocational training under this contract is limited to programs that are intended to be completed in 12 months or less, have documented progress, and are sufficient to obtain employment, as stated in 45 C.F.R. s. 400.146. The maximum number of vocational enrollment hours an eligible student can take shall not exceed 1,400 hours. This is a lifetime limit for each student.

- 3.2.10.6 Contract funds shall not be used by the vendor to pay any service application fees due to a federal entity or to pay any court fees that are required to be paid by the client.
- 3.2.10.7 No civil litigation/representation against the Federal, State, or Local government shall be provided for matters other than immigration and immigration-related issues.
- 3.2.10.8 Expiration of the resulting contract term does not close cases. All pending services not resolved within the contract term will be carried over into the next contract term or referred to another provider.
- 3.2.10.9 Tasks and task descriptions may change over the life of the resulting contract to comply with new regulations, laws, grant requirements, and funding.

3.2.11 Staffing Levels

- 3.2.11.1 The vendor shall ensure adequate program staffing for technical, administrative, and clerical support. The vendor shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities.
- 3.2.11.2 The staffing levels that the vendor includes in the budget (**Appendices XI - XIV**) shall be sustained throughout the resulting contract term(s). In the event the Department determines that the vendor's staffing levels do not conform to those set forth in the project budget summary, it will advise the vendor in writing and the vendor shall have 30 calendar days to remedy the identified staffing deficiencies.
- 3.2.11.3 The vendor must have the capacity and flexibility to efficiently hire new qualified staff members as necessary.

3.2.12 Staffing Changes

The vendor may make staffing changes for those staff funded either in whole or in part with funds from any resulting contract only with the prior written notification, reviewed and approved by the Department. The vendor shall replace on the project any employee whose continued presence would be detrimental to the success of the project with an employee of equal or superior qualifications.

3.2.13 Professional Qualifications

- 3.2.13.1 Professional and paraprofessional staff shall be qualified, as detailed in the job description, in a field appropriate to the services being provided under this contract.

- 3.2.13.2** The vendor shall require a security background screening and five-year employment rescreening in accordance with Chapter 435, F.S., for all program personnel, mentors, and volunteers who work with clients under the age of eighteen (18) served by the vendor. Security background investigation documentation shall be maintained on file with the vendor's employment records.
- 3.2.13.3** The vendor shall maintain staff for data and quality management functions who possess experience with computer-based information systems, technical assistance, and knowledge of the organization's system design. The Department reserves the right to request the resumes of data staff to ensure qualifications are appropriate for the position.
- 3.2.13.4** For legal services, the vendor shall have on staff or subcontract a licensed attorney who is a member in good standing of the bar of the highest court of any state, possession, territory, or commonwealth of the United States, or the District of Columbia.
- 3.2.13.5** For legal services, any paralegals or law school interns assigned to tasks related to any related resulting contract must meet the minimum standards outlined below:
- 3.2.13.5.1** A representative currently fully or partially accredited by the Board of Immigration Appeals who is affiliated with an organization that has been recognized by the Board of Immigration Appeals.
 - 3.2.13.5.2** A paralegal registered with the Florida Registered Paralegal Program who works under the direct supervision of a licensed attorney in good standing with the applicable State Bar, on staff or subcontracted through the vendor.
 - 3.2.13.5.3** A law school intern certified by the Florida Bar or law graduate clerk from an accredited law school, and under the supervision of a licensed attorney.

3.2.14 Subcontractors

- 3.2.14.1** The vendor shall execute contracts for subcontracted services within 90 calendar days of the resulting contract or budget amendment execution date. In the case of an anticipated delay in meeting this requirement, the vendor shall submit a written request for an extension to the contract manager prior to the expiration of the 90 day deadline. Within 30 calendar days of executing contracts for subcontracted services, the vendor shall provide the Department's Contract Manager copies of the executed subcontract.

- 3.2.14.2** The vendor shall include in all appropriate subcontract agreements: a detailed scope of work; clear and specific deliverables; performance standards; sanctions for nonperformance; programmatic monitoring requirements; fiscal monitoring requirements; and detailed documentation requirements. The vendor's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds. The vendor shall ensure that all subcontractors have a representative attend a majority of local Refugee Taskforce meetings.
- 3.2.14.3** The vendor shall ensure that it operates in accordance with Uniform Grant Guidance. More information can be found in **Section 3.2.2** and **4.2.6**.

3.2.15 Service Delivery Location

Under the terms of any resulting contract, the vendor shall administer, coordinate, and ensure availability and delivery of services in its respective awarded service area(s) (i.e. Miami-Dade County), and in some instances, neighboring counties as specified in any resulting contract.

3.2.16 Changes in Location

The vendor shall request approval from the Department, in writing, a minimum of 30 calendar days prior to making changes in location, or any change which will affect the Department's ability to contact the vendor by telephone, electronic mail, or facsimile transmission. The vendor shall not proceed with any changes in location or any change which will affect the Department's ability to contact the vendor without receiving written approval from the Department.

3.2.17 Service Times

- 3.2.17.1** The vendor shall propose and justify its hours of operation and any additional holidays that the vendor would like to observe in the Community Plan.
- 3.2.17.2** Services are expected to be provided through the full term of the resulting contract. The vendor is expected to manage staff and intakes to ensure the availability of services to priority clients through the entire contract term.

3.2.18 Equipment

The vendor shall list all property/equipment purchased under any resulting contract on a property/equipment inventory list, which will be provided by the Department to the vendor. Vendors must include any consideration for costs associated with the provision of equipment in the reply.

3.2.19 Deliverables

- 3.2.19.1 The services selected by the vendor in their CRS Plan described in **Sections 3.2.9, 4.2.5.4, and Appendix XIII** shall be used to establish service units in any resulting contract(s). Deliverables will be further negotiated with the vendor.
- 3.2.19.2 Services that each vendor may be required to render may differ from the other vendors and the determination of services each vendor is required to perform shall be at the sole discretion of the Department.

3.2.20 Records and Documentation

- 3.2.20.1 Client Records - The vendor shall maintain records documenting the total number of clients and names (or unique identifiers) of clients to whom services were provided under the terms of any resulting contract and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained. The vendor shall also furnish, upon request, such information as may be required to verify that the client's eligibility was determined in accordance with RS and ORR requirements.
- 3.2.20.2 Format Requirements - Submission of documents produced by the vendor to satisfy the requirements of this section must be submitted to the Department in Microsoft Office product format in the versions used by the Department at the time of submission, currently MS Project 2007 or newer version, MS Word 2007 or newer version, MS Excel 2007 or newer version.
- 3.2.20.3 Confidentiality of Records - The vendor shall maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. Except as provided by law, the vendor further agrees to hold the Department harmless from any claim or damage, including reasonable attorney(s) fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the vendor of confidential records, whether public record or not, and promises to defend the Department against the same at its expense.
- 3.2.20.4 Access to Records - The vendor shall maintain all records required to be maintained pursuant to any resulting contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.
- 3.2.20.5 Separation of Client Records - Client records for any resulting contract must be maintained separately from client records of other projects. Inactive or closed client records must be maintained separately from active client records. Client records must not be taken from the service site without written Departmental approval.

3.2.21 Reporting

- 3.2.21.1 Required Reporting Submission - The vendor shall submit the following reports at a minimum, according to the requirements specified. In the case of an anticipated delay in meeting this requirement, the vendor shall submit a written justification for the delay and a request for an extension to the Department prior to the expiration of the submission deadline. Only

submittals received by the due date or pursuant to an approved extension will be considered timely. All due dates not specifically identified are calendar days. The Department's Contract Manager will furnish the report formats and instructions to the vendor.

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due
Invoice	Monthly	15 th day of each month	1 electronic and 1 hard copy
Performance Payment Invoice	Monthly	15 th day of each month	1 electronic and 1 hard copy
Narrative Report	Every 6 months	April 10 th and October 10 th	1 electronic and 1 hard copy
Actual Expenditure Report	Quarterly	January 10; April 10; July 10; and October 10	1 electronic and 1 hard copy
Limited English Proficiency (LEP) Policy	Annually	Within 60 days of the contract effective date and the LEP Policy Questionnaire annually thereafter	1 electronic and 1 hard copy
Financial and Compliance Audit and accompanying management letter	Annually	Within 180 days following vendor's fiscal year end or within 30 days of vendor's receipt of the audit report, whichever occurs first	1 electronic copy to the contract manager 1 electronic copy to Inspector General
Inventory Report	Annually	Annually and 30 days prior to completion of contract	1 electronic and 1 hard copy
Emergency Preparedness Plan	Annually	Within 30 days of contract execution and annually thereafter	1 electronic and 1 hard copy
Civil Rights Compliance Checklist	Annually	Within 30 days of contract execution and annually thereafter	1 hard copy
Proof of Liability Insurance	Annually	Within 30 days of contract execution and annually thereafter	1 hard copy

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due
Support of the Deaf and Hard of Hearing as specified in Section 9.3 of the Integrated Contract	Monthly	5 th working day of each month	The Office of Civil Rights Form Site: https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html
Federal Funding Accountability and Transparency Act (FFATA) (DCF Form CF1111)	Annually	Prior to contract execution and annually thereafter	1 electronic and 1 hard copy
Employment Screening Affidavit	Annually	July 31	1 electronic and 1 hard copy
Quality Management Plan	60 days after contract effective date	December 1, 2021	1 electronic and 1 hard copy

3.2.21.2 Additional Reporting Requirements - The vendor shall provide additional reporting pertaining to the services rendered in any resulting contract should the Department determine this to be necessary.

3.2.21.3 Acceptance of Reports - Where any resulting contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance in writing of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in any resulting contract. The Department, at its option, may allow additional time within which the vendor may remedy the objections noted by the Department or the opportunity to complete, make adequate, or acceptable, or declare any resulting contract to be in default.

3.2.22 Electronic Data

The vendor shall use the Refugee Services Data System (RSDS) and the Web-RS application to submit electronic data with the required data elements as specified in the Web-RS Application User Guide or any subsequent revisions to this guide without the requirement of a contract amendment. The vendor shall submit electronic data via direct entry into the Web-RS or via batch interface, as required by RS.

3.2.22.1 Data Entry Deadlines - The vendor shall submit to the Department data specified in the resulting contract by the 10th of each month, except in emergency circumstances as approved by the Director of Refugee Services. If the Department deems it necessary, it will produce the official data report from the vendor's electronic data the first business day following the submission deadline for the previous period's data as noted in the

preceding schedule. The reports produced by RS are the official record of deliverables and overall program performance, unless notified immediately of discrepancies.

3.2.22.2 Data Integrity - If notified of reporting discrepancies, the vendor has three (3) business days from the date of notification of the errors to correct and return the electronic data. If discrepancies are reported by the vendor, the vendor shall correct and return the electronic data within three (3) business days of the notification. The vendor shall notify the Department when corrections are needed and again when corrections are completed. Following completion of data correction, the Department will provide the official report the following business day. The final report becomes the official report.

3.2.22.3 Reporting Responsibilities - It is the vendor's responsibility to ensure that data is entered accurately and timely and that reports are acceptable and submitted timely. Continued inaccurate or late reporting of data and/or continued submission of unacceptable or late reports may result in corrective action and may require financial penalties and place the vendor in breach of contract.

3.2.23 Performance Measures

Below are sample performance measures for a contract resulting from this ITN. The vendor shall propose performance measures relevant to the selected services (see **Allowable Services List, Appendix XV**) that will meet the needs of refugees in the community identified in the assessment. The Department may negotiate different minimum acceptable performance standards and/or additional or fewer performance measures.

As instructed in **Section 4.2.5.22**, the Department requests that the vendor propose appropriate percentages for the performance measures listed below. The vendor must justify its reasoning for each of the proposed percentages.

The following measures are to be based on unduplicated clients served within the contract term:

- 3.2.23.1** At least ____% percent of active unemployed clients awaiting job placement shall receive at least one (1) job placement.
- 3.2.23.2** At least ____% of placed clients shall be employed at the 90-day follow-up.
- 3.2.23.3** At least ____% of active unemployed first year clients awaiting job placement shall have at least one (1) job placement.
- 3.2.23.4** At least ____% of clients enrolled in a vocational training program who successfully passed a course or component of the program.
- 3.2.23.5** At least ____% of vocational training participants who successfully completed the program requirements.
- 3.2.23.6** At least ____% of Career Laddering (CL) participants who received an increase in salary after initial job placement following completion of training

- 3.2.23.7 At least ____% of all intakes shall have at least one placement at twelve (12) months from intake (monthly measure)
- 3.2.23.8 At least ____% of Employment Authorizations filings resolved with a positive outcome within ten (10) months of filing the application with the appropriate agency.
- 3.2.23.9 At least ____% of Residency filings resolved with a positive outcome within twenty-four (24) months of filing the application with the appropriate agency.
- 3.2.23.10 At least ____% of Naturalization filings resolved with a positive outcome within twenty-four (24) months of filing the application with the appropriate agency.
- 3.2.23.11 At least ____% of Fee Waiver filings are resolved with a positive outcome within the reporting period.
- 3.2.23.12 At least ____% of individuals in the new arrivals, based on the Refugee Services Population Report, shall have an assessment completed by the vendor.
- 3.2.23.13 At least ____% of English Language Instruction courses completed by clients within a reporting period shall result in a Literacy Completion Point (LCP) as validated by standardized instruments.
- 3.2.23.14 At least ____% of youth having received tutoring or homework assistance prior to the current academic quarter shall maintain or improve their GPAs based on each report card reported in the current academic quarter.
- 3.2.23.15 At least ____% of school-enrolled youth pursuing a high school diploma and receiving tutoring services in the current school year shall either be promoted to the next grade level or graduate high school.
- 3.2.23.16 At least ____% of youth clients placed in employment shall be employed at the 90-day follow-up.
- 3.2.23.17 At least ____% of clients shall report that they are employed or enrolled in post-secondary education or high school at the 12 month long-term assessment.

3.2.24 Performance Evaluation Methodology

The calculation of the performance standards shall be determined monthly, quarterly and yearly for each Federal Fiscal Year (FFY) within the contract term. For all performance measures suggested in the reply, the following format shall be used:

3.2.24.1 The calculation for the sample performance standard detailed in **Section 3.2.23.1** is:

$$\left(\frac{\text{\# of active unemployed clients awaiting job placement that receive at least one job placement}}{\text{\# of active unemployed clients awaiting job placement}} \right) \times 100 \geq \text{___\%}$$

of active unemployed clients awaiting job placement

3.2.24.2 The calculation for the sample performance standard detailed in **Section 3.2.23.2** is:

$$\left(\frac{\text{\# of placed clients employed at 90-day follow-up}}{\text{\# of 90-day follow-ups due to be completed}} \right) \times 100 \geq \text{___\%}$$

3.2.24.3 The calculation for the sample performance standard detailed in **Section 3.2.23.3** is:

$$\left(\frac{\text{\# of first year clients with at least one (1) job placement}}{\text{\# of active first-year clients awaiting job placement}} \right) \times 100 \geq \text{___\%}$$

3.2.24.4 The calculation for the sample performance standard detailed in **Section 3.2.23.4** is:

$$\left(\frac{\text{\# of clients enrolled in a vocational training program who successfully passed a course or component of the program}}{\text{\# of clients enrolled in a vocational training program}} \right) \times 100 \geq \text{___\%}$$

3.2.24.5 The calculation for the sample performance standard detailed in **Section 3.2.23.5** is:

$$\left(\frac{\text{\# of vocational training participants who successfully completed the program requirements}}{\text{\# of vocational training participants}} \right) \times 100 \geq \text{___\%}$$

3.2.24.6 The calculation for the sample performance standard detailed in **Section 3.2.23.6** is:

$$\left(\right)$$

$$\frac{\text{\# of CL participants who received an increase in salary after initial job placement following completion of training}}{\text{\# CL participants in their initial job placements following completion of training}} \times 100 \geq \text{___\%}$$

3.2.24.7 The calculation for the sample performance standard detailed in **Section 3.2.23.7** is:

$$\left(\frac{\text{\# intakes who have at least one (1) placement at 12 months from intake}}{\text{\# of intakes}} \right) \times 100 \geq \text{___\%}$$

3.2.24.8 The calculation for the sample performance standard detailed in **Section 3.2.23.8** is:

$$\left(\frac{\text{\# of Employment Authorizations filings resolved with a positive outcome within 10 months of filing the application with the appropriate agency}}{\text{\# of Employment Authorization filings}} \right) \times 100 \geq \text{___\%}$$

3.2.24.9 The calculation for the sample performance standard detailed in **Section 3.2.23.9** is:

$$\left(\frac{\text{\# of Residency filings resolved with a positive outcome within 24 months of filing the application with the appropriate agency}}{\text{\# of Residency filings}} \right) \times 100 \geq \text{___\%}$$

3.2.24.10 The calculation for the sample performance standard detailed in **Section 3.2.23.10** is:

$$\left(\frac{\text{\# of Naturalization filings resolved with a positive outcome within 24 months of filing the application with the appropriate agency}}{\text{\# of Naturalization filings}} \right) \times 100 \geq \text{___\%}$$

of youth having received tutoring or homework assistance prior to the current academic quarter

3.2.24.15 The calculation for the sample performance standard detailed in **Section 3.2.23.15** is:

$$\left(\frac{\begin{array}{l} \# \text{ of school-enrolled youth pursuing a high school diploma and receiving tutoring services in the current school year shall either be promoted to the next grade level or graduate high school} \\ \# \text{ of school-enrolled youth pursuing a high school diploma and receiving tutoring services in the current school year} \end{array} \right) \times 100 \geq \text{---}\%$$

3.2.24.16 The calculation for the sample performance standard detailed in **Section 3.2.23.16** is:

$$\left(\frac{\begin{array}{l} \# \text{ of youth clients placed in employment shall be employed at the 90-day follow-up} \\ \# \text{ of youth clients placed in employment} \end{array} \right) \times 100 \geq \text{---}\%$$

3.2.24.17 The calculation for the sample performance standard detailed in **Section 3.2.23.17** is:

$$\left(\frac{\begin{array}{l} \# \text{ of clients who report that they are employed or enrolled in post-secondary education or high school at the 12 month long-term assessment} \\ \# \text{ of clients who should have received a 12 month long-term assessment} \end{array} \right) \times 100 \geq \text{---}\%$$

3.2.25 Vendor Unique Activities

3.2.25.1 The vendor must be knowledgeable of the refugee populations to be served in the identified service area.

3.2.25.2 The vendor shall ensure that any individual who seeks to apply for contracted services has an opportunity to do so.

- 3.2.25.3 Services funded under the resulting contract(s) must be provided to the maximum extent feasible in a manner that is culturally and linguistically compatible with a refugee language and cultural background, and in a manner that includes the use of bilingual/bicultural women on service agency staff to ensure adequate service access by refugee women.
- 3.2.25.4 **Limited English Proficiency (LEP) Language Requirement.** The vendor shall serve LEP populations in compliance with the requirements of Title VI of the Civil Rights Act of 1964. The vendor shall develop and submit for approval a comprehensive written policy on language access for LEP persons within 60 calendar days of contract execution.
- 3.2.25.5 The vendor shall perform all other unique activities described in any resulting contract. This shall include, but is not limited to, Health Insurance Portability and Accountability Act (HIPAA), and Safeguards Regarding the Use and Disclosure of Client Data.
- 3.2.25.6 **Vendor Responsibilities.** The vendor is solely and uniquely responsible for the satisfactory performance of the tasks described in this ITN. Submission of a reply signifies acceptance by the vendor that it accepts all Departmental requirements, terms and conditions in this ITN and in the Department's Standard Integrated Contract. A draft version of the contract will be available as separate documents on the Vendor Bid System (VBS) along with the advertisement for this ITN. By execution of any resulting contract, the vendor recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof. In addition, the vendor assumes full responsibility for the acts of all subcontractors.
- 3.2.25.7 If at any time the resulting contract is canceled, terminated, or expires, and a contract is subsequently executed with an entity other than the vendor, the vendor will have an affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor.

3.2.26 Coordination with Other Entities

- 3.2.26.1 The Department may undertake additional related work either directly or by contract. The vendor shall fully cooperate with other such entities, Department employees, community based organizations, and other service organizations providing services to refugees. The failure of other contractors or entities to cooperate or properly perform service does not relieve the vendor of any accountability for tasks or services that the vendor is obligated to perform pursuant to any contract that may result from this ITN.
- 3.2.26.2 The vendor shall attend the scheduled Refugee Task Force meetings in the counties in which they provide services. The vendor shall be present at, shall participate in, and shall collaborate with other social service agencies at the meetings.

3.2.27 E-Verify

Pursuant to Executive Order 11-116 issued by the Governor's Office, the vendor, if not already registered, will be required to register for the Federal E-verify system as specified in any resulting contract.

3.2.28 Department Obligations

- 3.2.28.1** Upon written request, Refugee Services will provide technical assistance to the vendor's staff in the implementation of the CRS Program.
- 3.2.28.2** The Department's Contract Manager will review the vendor's invoice requests within five (5) business days of receipt and will either approve the invoice request or contact the vendor by telephone or email to remedy invoice deficiencies. The invoice must be submitted in detail sufficient for a pre-audit or post-audit thereof.
- 3.2.28.3** **SAVE/VIS Program.** If the vendor chooses to use the SAVE/VIS Program, Refugee Services will request user access to the SAVE/VIS Program for the vendor from ACCESS and forward pertinent connection information to the vendor. Refugee Services will forward to the vendor the required operating instructions for access to and use of the SAVE/VIS Program. Refugee Services will make available to the vendor the telephone number of the CSC VIS help desk. Refugee Services will deliver to the vendor relevant training information regarding the use of the SAVE/VIS Program for primary and secondary verification and information on DHS policies regarding data protection.

3.2.29 Monitoring Requirements

- 3.2.29.1** The vendor will be monitored in accordance with Children and Families Operating Procedure 75-8 (CFOP 75-8), Contract Monitoring Operating Procedures, a copy of which may be obtained from the contact person listed in **Section 1.4**.
- 3.2.29.2** The vendor will be monitored on its performance of all tasks and special provisions of any resulting contract.
- 3.2.29.3** The vendor's actual expenditure report is subject to monitoring for accuracy and compliance with federal or state financial regulations.

3.2.30 Dispute Resolution

It is desired that the selected vendor and Department shall agree to cooperate in resolving any differences concerning performance or in interpreting the resulting contract. Within five (5) working days of the execution of a contract for services, each party shall designate one (1) person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make written recommendations to the Department's Secretary who will work with both parties to resolve the dispute. The parties

reserve all their rights and remedies under Florida law. Venue for any court action shall be Miami-Dade County, Florida and all parties shall consent to jurisdiction in all courts of competent jurisdiction in Miami-Dade County, Florida.

3.3 Minimum Financial Specifications

3.3.1 Funding Sources

This project is funded through the U.S. Department of Health and Human Services (HHS), Office of Refugee Resettlement (ORR) through the Refugee Act of 1980 (PL 96-212) as amended, and Title V (The Fascell/Stone Amendment) of the Refugee Education Assistance Act of 1980 (PL 96-422). In the event that federal funding is made available from sources other than HHS, Refugee Services reserves the right to utilize available funding in the best interest of the State. The Department reserves the right to shift available funding from locations of lesser need to locations of greater need at any time, and to shift available funding from one vendor to another serving such locations.

3.3.2 Allowable Costs

Only costs that are allowable are permitted under this resulting contract. In the vendor's reply, the vendor will include only those costs identified as allowable costs in accordance with the appropriate federal regulations governing cost principles and audit requirements for federal awards. See 2 C.F.R. Chapters I and II, Parts 200, 215, 220, 225, and 230 as applicable. Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, and A-122 were superseded, 78 FR 78590-01 (Dec. 2013). The vendor shall be cognizant of these regulations when completing the Line Item Budget, the Budget Narrative, the Budget Worksheet, and the Cost Allocation Plan (See **Section 4.3.3**).

3.3.3 Funding for Services Only

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

3.4 Vendor Registration in MyFloridaMarketPlace (MFMP)

To receive payment each vendor doing business with the state must register in the MyFloridaMarketPlace (MFMP) system and pay the required transaction fees, unless exempted under Rule 60A-1.031,F.A.C. Vendors not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply; however, proof of registration or exemption must be provided prior to execution of any resulting contract, if any.

3.5 Composition of the Contract

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

3.5.1 Department's Standard Contract

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

3.5.2 Form PUR 1000

Form PUR 1000 is attached by reference into the Department's Standard Contract Part 1. The Form PUR 1000 contains standard terms and conditions that will apply to the contract which results from the solicitation. Form PUR 1000 is available at:

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

3.5.3 Other Attachments or Exhibits

All other attachments and exhibits to the Department's Standard Contract, Parts 1 and 2, referenced in this ITN shall also be part of any resulting contract.

3.6 Order of Precedence

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

3.6.1 The Department's STANDARD CONTRACT PART 1 and PART 2 (APPENDIX VII and APPENDIX VIII).

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

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITN

4.1 How to Submit a Reply

4.1.1 Mandatory Reply Deadline

All replies must be received by the Procurement Officer by the deadline and at the address set forth in **Section 2.5**. The vendor must choose the appropriate means for delivery, and is exclusively responsible for receipt of the reply by the Procurement Officer. Late replies will not be evaluated. See also **Section 2.9.1**.

4.1.2 Reply Amendments

Any amendments to the reply as originally submitted by the vendor, not required by the Department, must comply with the requirements of this section and must be received by the deadline specified in **Section 2.5**.

4.1.3 Number of Copies Required and Format for Submittal

Vendors shall submit one (1) original and three (3) hard copies of the Programmatic Reply and one (1) original and one (1) copies of the Financial Reply. The original Programmatic Reply and the Financial Reply submitted to the Department must contain an original signature of an official authorized to bind the vendor to the reply. Two (2) electronic copies (on USB drive) of the reply, each containing both parts of the reply (Programmatic and Financial), identical to the hard copies, must also be submitted with the hard copies.

4.1.4 Replies to be in Sealed Container

All original, hard copies and the electronic copy of the vendor replies must be submitted in a sealed container. The container must be clearly marked with the title of the reply, the ITN number, the vendor's name, and identification of enclosed documents (i.e., Programmatic Reply and Financial Reply for Comprehensive Refugee Services for Refugee and Entrants in Miami-Dade County). The original reply must be clearly marked as the original, and the copies identified and numbered (i.e., original, copy #1 of 7, etc.).

4.1.5 Hard-copy Reply Format

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

4.1.6 Electronic Copy Format

The required electronic format of the reply must be on a USB drive (which must be free of malware, any infection resulting to DCF systems shall be addressed to DCF's satisfaction at the Vendor's expense). The Department must be able to be open and view the reply utilizing Adobe Acrobat DC. The electronic copies must be identical to the original reply submitted, including the format, sequence and section headings identified in this ITN. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non-"original" hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy reply marked "original" and any of the electronic versions submitted on USB drive, the Department reserves the right, at its sole discretion, to reject the entire reply.

4.2 Content of the Programmatic Reply

4.2.1 Programmatic Reply Title Page

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

- A. Title of reply;
- B. ITN number;
- C. Prospective vendor's name and federal tax employer number (FEIN);
- D. Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and
- E. Name of program coordinator (if known).

4.2.2 TAB 1: CERTIFICATE REQUIREMENTS

The following are the Mandatory Requirements for this ITN:

4.2.2.1 Certificate of Signature Authority

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

4.2.2.2 Vendor Certifications

The reply must include a Mandatory Certifications - Master Certification (**APPENDIX III**) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the vendor and the "true" box must be checked next to each of the Certifications (a) through (m).

4.2.3 TAB 2: TABLE OF CONTENTS

4.2.4 TAB 3: EXECUTIVE OVERVIEW

The vendor shall provide a brief executive overview demonstrating an understanding of the ITN purpose stated in **Section 1.2**, and the needs specified in this ITN. The Executive Overview should also include a brief description of the vendor's organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications and completing Deliverables as defined in the Department's **STANDARD CONTRACT PART 2 (APPENDIX VIII)**.

4.2.5 TAB 4: SERVICES APPROACH AND SOLUTION

The vendor shall describe its approach to performing the tasks described in **Sections 3.2.9** and **3.2.23-3.2.25** and how it will meet all of the Department's detailed requirements. Specifically, the vendor must explain in detail the methods it will use to develop, implement, and manage a comprehensive integrated service delivery system that addresses the client needs identified in the Community Needs Assessment. If the vendor will be utilizing subcontractors to deliver certain services, the vendor must describe in detail how these subcontracted vendors will also be capable of meeting the Department's detailed requirements. The vendor must outline how various services and subcontracts will be managed throughout Miami-Dade County, and how subcontractors will be held accountable if performance standards are not met.

To facilitate the ITN evaluation process, vendors should format their replies in a way that clearly delineates each service area. Please ensure that responses to each of the sections below are clear, thorough, and concise.

4.2.5.1 Community Needs Assessment

Present an assessment of refugees in the community and identify critical needs. Include the following information about refugees in the service area: arrival numbers over the last three (3) years, demographic data, geographic locations, and an assessment of needs in the community. Consider the following questions in the assessment: What are the greatest challenges faced by clients in the community? Why do clients face those particular obstacles? Which clients are more vulnerable, and what particular obstacles do they face? What services would assist clients in overcoming those obstacles? What services are available through other funded services, including Match Grant and Preferred Community Services?

What services are readily available in the community that are culturally and linguistically compatible with the eligible population? How many clients ages 18 and under does your community expect to receive over the next three (3) years? What will be the priority needs of those clients and why? How many clients ages 60 and older does your community expect to receive over the next three (3) years? What will be the priority needs of those clients and why? How many families does your community expect to receive over the next three (3) years? What average family size do you anticipate? What obstacles will those families face?

How many employment slots do you anticipate the Match Grant program offering? How many clients will need employment services outside of the Match Grant program? How many clients do you anticipate will be seeking job training or career laddering? What obstacles are those clients facing in advancing their careers, and how will you address their needs? How many clients do you anticipate will need English language instruction? How will you address those needs? How many clients do you anticipate needing additional case management services to address challenges such as health issues, mental health issues, and barriers to integration?

The vendor shall consider and respond to these questions and shall propose additional considerations that provide insight into the community's needs.

4.2.5.2 Comprehensive Refugee Services Transition Plan

Describe how the CRS Transition Plan will be developed and implemented. Explain how this plan will ensure a smooth continuity of services for clients already enrolled in the program. Present a draft of the vendor's CRS Transition Plan that includes timeframes for the transition of services and a detailed schedule outlining the transfer of staff, equipment, case coordination/case management services, administrative services and functions, and any subcontracted services. Describe how the vendor will coordinate the transition of services with the current provider. Explain when each step of the transition will take place. Outline provisions and a timetable for informing/educating staff, stakeholders, community partners, and others on issues related to the transition. Describe how the CRS Transition Plan will ensure the orderly transition and close-out of all contract documents, the transfer of client records, and the relocation of any case files from the previous contracts.

4.2.5.3 Service Area and Population

Describe the geographic area in which the vendor is currently operational and the proposed operational area for the CRS program. Does the vendor have experience providing refugee services or other applicable services in the service area? If so, describe each.

Describe where the service site(s) will be located. Explain how the proposed location(s) will best meet the needs of the population. Identify the hours of operation for service sites. Explain how these hours are convenient for the refugee population.

4.2.5.4 Community Plan

Present a draft of the vendor's Community Plan which will detail the vendor's strategy for developing, implementing, and operating an integrated service delivery system that will meet the client needs identified in the Community Needs Assessment. The vendor's Plan must describe which services will be implemented and how the selected services address the needs identified in the assessment. The vendor shall offer a justification explaining the inclusion and exclusion of allowable services, and will explain any proposed services outside of the Allowable Services List (**Appendix XV**).

The Plan shall outline all linkages, working agreements, and subcontracts that the vendor will incorporate into its integrated service delivery system, including how the vendor will ensure that clients experience a smooth transition of service delivery between any partner organizations.

Since it is critical that the vendor have the ability to work collaboratively with other refugee resettlement agencies and other organizations that serve the refugee population, the vendor must describe in detail its ability to cooperate with any relevant organizations in the community. The vendor shall present all relevant letters of support and/or MOUs with those organizations.

The vendor must describe its relationship to mainstream community resources that have the capacity to serve refugees and outline how it will utilize those resources to serve the eligible population.

The Plan shall describe how the vendor will ensure that coordination in the delivery of all service components will reduce paperwork, improve processes, and minimize any potentially conflicting goals for clients. Explain how the vendor's Community Plan will address the program's primary goals of self-sufficiency and social integration.

In the event of a reduction or increase of eligible individuals or available funds, describe how the vendor will have the flexibility to reduce or expand the scale of the CRS program as necessary.

The vendor shall respond to the Sections 4.2.5.5 - 4.2.5.23 according to their Community Needs Assessment and the Allowable Services List (Appendix XV). Responses shall be included in the vendor's Community Plan.

4.2.5.5 Quality Management Plan

Explain how the vendor's CRS Quality Management Plan will be implemented and present an overall outline of the plan. Describe the quality assurance and improvement

activities that will be conducted by the vendor and by all subcontracted organizations. Detail the frequency with which these activities will take place and the types of data that will be collected, analyzed, and reported. Explain how the vendor will monitor the performance, quality, and costs of all subcontracted organizations, holding them accountable if performance standards are not met. Describe how the Quality Management Plan will improve long-term outcomes for refugees in the service area. Describe how the plan will utilize short-term outcomes and outputs to analyze trends and effects. Explain how the vendor intends to monitor costs throughout the various components of the program (e.g. case management, employment, etc.). Describe how the vendor will report essential performance data and other relevant information on a regular basis.

4.2.5.6 Outreach

If outreach services are included in the Community Plan, describe the types of outreach activities the vendor will conduct to familiarize potentially eligible individuals and local organizations with the services being offered in the area and to facilitate access to those services. Detail the frequency with which these activities will take place. Explain and justify the geographical areas that the vendor will focus on when conducting outreach efforts. Describe the vendor's plan for providing outreach activities to non-resettlement populations (e.g. eligible entrants, asylees, etc.). Explain how outreach services will meet the needs of refugees as identified in the Community Needs Assessment. If outreach services are not included in the Community Plan, provide an explanation for that determination.

4.2.5.7 Intake

Describe the vendor's process for determining program eligibility based on an individual's immigration status, country of origin, and date of entry into the United States using original immigration documentation provided by the client. Explain the intake process as well as the types of information that will be collected. Describe how the vendor will distribute the Client Release of Information Form.

4.2.5.8 Assessment

Explain how the vendor will ensure that an in-depth assessment of each client/family unit will be conducted. Describe the timeframe in which the assessment will be completed after intake. Describe how the assessment will assess each client or family's presenting issues and ascertain each client or family's economic and integration status. Outline all of the elements to be included in the assessment. Describe how the vendor will assess a client's educational needs. Describe how the vendor will assess a client's English language ability when necessary. Describe how the vendor will assess a client's educational level when necessary. Explain how youth will be initially assessed and how a "youth development plan" will be developed. copy of the vendor's proposed assessment(s) must be included in the reply.

4.2.5.9 Family Integration and Self-Sufficiency Plan

Describe how a "Family Integration and Self-Sufficiency Plan" will be developed for each client/family that wishes to receive services. Describe the various elements included in the plan. Explain how the plan will address issues identified through the assessment. Describe how the plan will be used to help the client/family establish measurable goals that promote self-sufficiency and social integration. Explain how the

plan will be used to track services rendered and outcome delivery. Describe the process the vendor will use to ensure that the plan is reviewed regularly, updated as needed, and how services will be adjusted for clients as necessary. Explain the timeframe in which the “Family Integration and Self-Sufficiency Plan” will be completed after the assessment.

4.2.5.10 Orientation

If orientation services are included in the Community Plan, describe the content and delivery system for any orientation services the vendor intends to provide (e.g. group sessions, individual sessions, etc.). Include the way in which this information will be presented and how the vendor will ensure that it is engaging and culturally appropriate. If the vendor decides to provide a more in-depth orientation, the vendor shall describe the topics that will be covered and the method in which that information will be delivered. Explain how orientation services will meet the needs of refugees as identified in the Community Needs Assessment. If orientation services are not included in the Community Plan, provide an explanation for that determination.

4.2.5.11 Case Coordination

Describe how an integrated and streamlined case coordination system will be developed and implemented. Explain how the process (from assessment, to intake, to planning, to the delivery of services, to case closure) will be a smooth and seamless process for the client. Describe how the vendor will ensure other assistive services such as transportation and interpretation services will be made available to clients. Explain how the vendor will ensure that client contact is maintained on a regular basis. Describe how the vendor will provide referrals to clients in need of outside services. Outline the specific roles and responsibilities of case managers. Describe the projected caseload of each case manager. Explain how the case managers will balance workload and prioritize clients based on need. Explain how the chosen case management model will meet the needs of refugees as identified in the Community Needs Assessment.

4.2.5.12 Tiered Case Management

Describe how Case Management services under one (1) of three (3) tiers will be delivered. Explain the approach to services based on the outcome of the RS Assessment. Describe the response to a vulnerable client’s complex needs based on each tier (Tier 1, Tier 2, Tier 3).

4.2.5.13 Employment

If employment services are included in the Community Plan, describe how the services will meet the needs of refugees as identified in the Community Needs Assessment. Explain whether these services will be provided directly or indirectly through a subcontract. Explain how the vendor will develop employment opportunities based on the needs and skills of the target population. Present a plan for identifying and recruiting potential employers. Describe how the vendor will utilize an electronic system for recording job openings, employers, and job referrals.

Describe how the vendor will coordinate client enrollment, activities, and status updates with Refugee Cash Assistance (CA) and Welfare Transition (WT) recipients according to guidelines established by ACCESS Florida and CareerSource Florida. Describe how the vendor, upon receiving a referral for an RCA or WT recipient, will

sign all required RCA or WT forms and conduct an intake. Describe the timeframe in which the intake will be completed after receiving the referral.

Explain how the vendor will assist clients needing employment services with job referrals, job placements, and job retention through a process that involves employment orientation, job placement services, and follow-up support. Describe how the vendor will facilitate the development of resumes and the proper completion of job applications. Explain how the vendor will prepare clients for job interviews.

Describe any targeted client education and training activities that the vendor will provide, including vocational training, short-term-training, and on-the-job training. Explain how the vendor will ensure that any training offered is relevant to the local job market. Describe how the vendor will monitor clients that have completed vocational training or other training programs to ensure that the training has led directly to employment placements.

Describe how the vendor will provide CL opportunities. Explain how the vendor will assist clients in skills recertification, including diploma/degree evaluations, document translation, and other re-credentialing activities. Describe efforts the vendor will make to assist with self-employment assistance and/or individual development accounts. Detail any additional employment services the vendor plans to offer.

If employment services are not included in the Community Plan, provide an explanation for that determination.

4.2.5.14 Citizenship and Immigration Related Employability Services

If citizenship and immigration related employability services are included in the Community Plan, describe how the services will meet the needs of refugees as identified in the Community Needs Assessment. Explain whether these services will be provided directly or indirectly through a subcontract. Detail the vendor's process for identifying a client's specific need(s) and obtaining needed information from the client. Explain how the vendor will prepare, file, and follow-through on immigration applications. Describe how the vendor will keep clients informed on the status of their applications. If citizenship and immigration related employability services are not included in the Community Plan, provide an explanation for that determination.

4.2.5.15 Youth Services

If youth services are included in the Community Plan, describe how the services will meet the needs of refugees as identified in the Community Needs Assessment. Explain whether these services will be provided directly or indirectly through a subcontract. Describe the vendor's method for developing and delivering a comprehensive youth program for eligible youth age 16 to 18 (age 16-19 may be served in the Career Pathway) in the service area. Describe how tutoring and homework assistance will be provided. Explain how youth will be placed in one (1) of two (2) pathways (Academic Pathway or Career Pathway). Describe what each of these pathways will look like (types of activities, referrals, follow-up, etc.). Explain how the vendor will regularly follow up with clients to ensure they are progressing and receiving all needed services. Detail any other assessments that will be utilized (final assessment, long-term assessment, etc.). Describe any additional youth services that will be provided. If youth services are not included in the Community Plan, provide an explanation for that determination.

4.2.5.16 Mentoring

If mentoring services are included in the Community Plan, describe how the services will meet the needs of refugees as identified in the Community Needs Assessment. Explain whether these services will be provided directly or indirectly through a subcontract. Describe the vendor's method for developing and delivering mentoring services for eligible youth age 15 to 24 in the service area. Describe the mentoring services that will be offered such as mentoring recruitment and training, pairing eligible youth with qualified Mentors. Describe the structured process to establish and track individual mentoring goals to support employment, educational and vocational development, integration into the client's local community. Explain how the vendor will regularly follow up with clients to ensure goal progression. Detail any assessments that will be utilized. If mentoring services are not included in the Community Plan, provide an explanation for that determination

4.2.5.17 Child Care Services

If child care services are included in the Community Plan, describe how the services will meet the needs of refugees as identified in the Community Needs Assessment. Describe how the vendor will provide subsidized child care services to eligible refugees and participating in the employment, and/or Matching Grant programs. Explain how the vendor will provide these services directly, subcontract with an outside organization, or employ some other method of providing child care services. Justify the cost effectiveness of the vendor's chosen method of service delivery. Describe how the vendor will ensure that child care services are safe, convenient, and family-friendly. Explain how the vendor will ensure that child care is provided in licensed centers, licensed homes, or public school-based programs. Detail how the vendor will verify eligibility both at enrollment and again at the six (6) month follow-up. Describe how the vendor will ensure that RS-subsidized child care is a funding of last resort. If child care services are not included in the Community Plan, provide an explanation for that determination.

4.2.5.18 Client Case File

Explain how the vendor will maintain individual case files for each client. Describe the information that will be found in each case file. Detail how these files will be safely and securely stored. Describe who will have access to client information and how client confidentiality will be safeguarded. When necessary and appropriate, explain how client case file information will be shared with other service sites or other subcontracted organizations.

4.2.5.19 Supportive Services

Describe the vendor's existing links with local providers that ensure that the supportive service needs of refugees are met in accordance with their "family integration and self-sufficiency plan." Describe any other links or connections the vendor plans on establishing with local service providers to better assist refugee clients. Explain the vendor's referral process and how, once needs are identified, clients will be referred to

the appropriate provider. Describe how the vendor will maintain documentation of all referrals made.

4.2.5.20 Termination of Client Services

Describe the vendor’s proposed procedures for the terminating and closing out a client’s case. Explain how the vendor will determine when a client’s case should be closed out. Explain how the vendor will identify a successful case closure as opposed to an unsuccessful case closure.

4.2.5.21 Additional Tasks

Describe any additional tasks that the vendor proposes to deliver. Justify the necessity and expense of these additional tasks and explain how they meet the needs of refugees as identified in the Community Needs Assessment. Give a detailed explanation of how these services will be delivered.

4.2.5.22 Deliverables/Service Units

The vendor must propose service units in accordance with the Community Needs Assessment and Community Plan. Deliverables/service units will be further negotiated with the awarded vendor. The reply must include a Service Unit Table (see below), which includes, at a minimum, the type of information included in the sample table below.

Also, the reply must include a narrative describing how the number of service units was determined, the vendor’s past experience in achieving proposed service units, and the project management/monitoring activities that will be used to ensure that the vendor will deliver the proposed number of service units.

Service Unit Table			
	Estimated Number of Service Units		
Service Units to be Delivered During Contract Period	Year 1 (Oct. 1, 2021 to Sept. 30, 2022)	Year 2 (Oct. 1, 2022 to Sept. 30, 2023)	Year 3 (Oct. 1, 2023 to Sept. 30, 2024)
Total Number of Unduplicated Clients Served			
Number of RS Assessments			
Number of Clients Served in Tier Case Management			
Verified Job Placements			
Legal Filings (do not include legal resolutions)			
Clients receiving Youth Services			
Clients receiving Mentoring Services			
Family Integration and Self-Sufficiency Plans Completed			

Number of Refugee-Specific ELI Instructional Hours			
Enrollments into ELI Courses directly provided by the vendor			
Enrollments into ELI Courses provided through vouchers			
Number of Clients receiving Vocational Training			
Number of Clients receiving Short-Term Training			
Number of Clients receiving On-the-Job Training			

4.2.5.23 Performance Measures

Sample performance measures are indicated in **Sections 3.2.23 – 3.2.24**. The vendor is encouraged to propose additional performance measures. All final performance measures will be negotiated with the vendor.

As stated in **Section 3.2.23**, the Department requests that the vendor propose appropriate percentages for each of the performance measures listed in **Sections 3.2.23 – 3.2.24**. The vendor must justify its reasoning for each of those proposed percentages.

The vendor’s reply should include the following for the sample performance measures and any other performance measures which the vendor develops:

- The percent that can be achieved by the vendor for each performance measure. The vendor must justify its reasoning for each proposed percentage;
- How the vendor will monitor service delivery to ensure the required performance measures are met;
- The vendor’s experience tracking performance and adjusting program service delivery to ensure performance standards are met;
- The vendor’s method for collecting and analyzing data to ensure credible documentation of service delivery;
- Historical evidence of the vendor’s ability to meet required performance standards. Prospective vendors should emphasize previous experience with Department contracts if possible. If the vendor does not have past experience with Department contracts, emphasize a similar experience with other government or comparable organizations. In particular, the Department is interested in evaluating past performance in regards to performance measures related to any of the services provided through the CRS program; and
- The vendor’s proposed performance measures.

4.2.5.24 Management Information System Capability

Explain in detail the vendor’s electronic management information systems capability that is necessary to complete all reporting requirements as outlined in **Sections 3.2.20 - 3.2.22**. Outline any additional technological capabilities that may be beneficial to program

performance. Describe any specialized technology, computer training, or capabilities personnel have that will assist in helping meet program requirements.

4.2.6 TAB 5: COMPANY QUALIFICATIONS AND EXPERIENCE

This section shall be organized by the vendor in a clear, organized, and thorough fashion. The reply must explicitly describe the vendor's qualifications and experiences.

- The vendor shall describe its organization's approach and philosophy, including mission statement, core values, and vision.
- The vendor shall: describe its 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 that is designed to avoid conflicts of interest.
- The vendor must describe any experience in providing similar services as requested in this ITN and the Department's **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VII AND APPENDIX VIII)**. The experience should include work done by the individuals who will be assigned to the work described in this ITN, as well as the overall experience of the organization. State whether the vendor was the prime contractor or a subcontractor and whether it worked in cooperation with a subcontractor. Where applicable, clearly note the vendor's related experience which included individuals who will be assigned and their role on the past project. Provide a detailed description of any work to be subcontracted, including information describing the qualifications and relevant experience of any proposed subcontractors.
- The vendor must list all identified subcontracts, or the plan and approach to vet, identify and recruit and retain subcontractors, who will provide proposed services.
- Describe the vendor's history working with refugees and entrants. Describe the vendor's history providing comprehensive refugee services or other refugee-related services. Describe any attributes that make the vendor capable of providing the proposed services to the target population. Describe the vendor's history working with multicultural and/or multilingual client populations. Include information about caseload, breadth of service in the county identified or in a geographical area of comparable size, and success rate in achieving positive outcomes for clients.
- Provide the requested information below which will demonstrate the vendor's and subcontractor(s)' ability to successfully complete the work described in this ITN and its appendices, attachments, exhibits and referenced supporting documentation. The vendor's and any proposed subcontractor(s)' information shall be shown separately.

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

- A. Full, legal name.
- B. Federal Employer Identification Number (FEIN).
- C. Proof of legal entity and authorization to do business with the State of Florida.
- D. Country and state of incorporation.
- E. Principal place of business.

- F. 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.
- G. Brief description of the vendor's principal type of business and history and what uniquely qualifies the vendor for the work described in this ITN and the Department's **STANDARD CONTRACT PART 1 and PART 2 (APPENDIX VII and APPENDIX VIII)**.
- H. Statement of whether the vendor has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.
- I. Identification of any potential or actual conflicts of interest that might arise for the vendor as a result of contract award to the vendor, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by **Section 6** of the Form PUR 1001. Address both personal and organizational conflicts.
- J. Reservations the vendor must make if unable to certify completely all of the items in **Section 9** of the Form PUR 1001 entitled "Representation and Authorization." If no reservations are made in this section of the reply, the vendor shall be deemed to attest to the truth of all of listed items and the Department may rely upon them.

The following specifically apply to the prime vendor and should be addressed as such:

- K. 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.
- L. Whether or not the vendor is proposing to use any subcontractors to perform the work described in this ITN and the Department's **STANDARD CONTRACT PART 1 and PART 2 (APPENDIX VII and APPENDIX VIII)**.

4.2.7 TAB 6: CORE TEAM QUALIFICATIONS

- The vendor shall 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 ITN. In addition, the vendor must include résumés for key leadership personnel describing their work experience, education, and training as it relates to the requirements of this ITN and Department's **STANDARD CONTRACT PART 1 and PART 2 (APPENDIX VII and APPENDIX VIII)**.
- The reply shall include the vendor's operational approach to the recruitment, training, supervision and retention of qualified personnel as described in Department's **STANDARD CONTRACT PART 1 and PART 2 (APPENDIX VII and APPENDIX VIII)**. Identify the number (indicate Full Time Equivalents or FTEs) and type of staff to be used in the project. Describe the rationale for the number and types of staff to be used. Describe any special qualifications required of ELI instructors/teachers. Describe any special qualifications required of those providing citizenship and immigration related employability services. Provide an expected client caseload for all positions involved in direct service. Describe the cultural and linguistic background of staff in relation to the service population. Since it is unrealistic to maintain staff for all potential ethnic groups, explain how the project intends to serve those ethnic groups outside of the cultural and linguistic capabilities of project staff.

- The vendor shall demonstrate the approach to recruitment of staff able to meet any unique cultural needs described in Department's **STANDARD CONTRACT PART 1 and PART 2 (APPENDIX VII and APPENDIX VIII)**. The solution should address all applicable personnel grievance and conflict resolution practices. The vendor should explain how the 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.
- Describe the activities that each staff member will be performing on a day to day basis. What will a typical day look like? How will employees balance their workload?
- Describe the vendor's employee turnover rate over the last three (3) years? Does the vendor foresee staff turnover being an issue in the future?

4.3 Content of the Financial Reply

4.3.1 Financial Reply Title Page

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

- A. Title of reply;
- B. ITN number;
- C. Prospective vendor's name and Federal Tax Employer (FEIN) number;
- D. Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and
- E. Name of program coordinator (if known).

4.3.2 TAB A: FINANCIAL INFORMATION

4.3.2.1 Financial Management

The vendor must describe its current financial management and accounting systems and capability to by submitting copies of their independent financial and compliance audit report and/or certified financial statements for the two (2) most recent fiscal years. These documents must be contained in a 3-ring binder, separate from the rest of the reply. The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the vendor does not have audit reports for the two (2) most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report shall be submitted. A newly created entity shall submit the requested financial reports from each of the founding collaborative partners.

The purpose of these criteria is to provide the Department with a basis for evaluating the vendor's financial capabilities for undertaking this project. Examples include:

- How well does the vendor demonstrate the financial stability required to fulfill the terms and conditions of the contract?
- Does the vendor have adequate financial resources for performance of the proposed project, or have the ability to obtain necessary financial resources before beginning performance?

- What is the vendor's ratio of current assets to liabilities?
- Does the vendor possess adequate cash or operating capital to meet projected monthly operating expenses pending receipt of first, and subsequent contract payments?
- What is the vendor's net worth?
- Has the vendor satisfactorily completed all corrective actions related to finding in previous audits or areas brought to management's attention in management letters?
- Can the vendor conduct business with the Department without relying on advances, especially if the project is not a new one?
- Has the vendor had any previous financial difficulties in performing contracts for the State?
- Does the reply provide two (2) years of financial information including any of the applicable statements: (1) Statements of Financial Position; (2) Statements of Activities; (3) Dun and Bradstreet Comprehensive Report; (4) Statements of Cash Flow; (5) Statements of Changes in Financial Position; (6) Auditors' Reports; (7) Notes to Financial Statements; (8) Summaries of Significant Accounting Policies; (9) Federal Income Tax Return; and/or (10) Any other relevant statistical information.

4.3.2.2 Proposed Service Efficiencies and Re-investment

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

4.3.2.3 Ongoing Approach to Reduce Administrative Costs and Expand Services

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

4.3.2.4 Local Match (not applicable)

4.3.3 TAB B: BUDGET

The vendor must submit detailed budget information. A Line Item Budget (Project Budget Summary), a Budget Narrative, a Budget Worksheet, and a Cost Allocation Plan must all be submitted with the reply to the ITN. Each of these categories is described below. The actual budget documents can also be found at the end of the ITN in **APPENDICES X, XI, XII, XIII, and XIV**. Please contact the Procurement Officer listed in **Section 1.4** to request Word or Excel versions of any of the forms found in the Appendices.

The vendor must submit any indirect-cost rate agreements the vendor currently has that the vendor wishes the Department to consider in an awarded contract. The vendor must indicate an understanding the Department is not bound by other agencies or organizations negotiated indirect-cost rate agreements and may not accept it.

The vendor must submit a detailed breakout of costs related to direct services and administrative services that is easy to read and understandable.

- 4.3.3.1 Line Item Budget** - This includes a line item budget (as detailed in the "Project Budget Summary and Detail Instructions" and the "Project Budget Summary"). These documents can be found in **APPENDIX X** and

APPENDIX XI. This budget shows proposed total costs for the entire proposed contract period and renewal years with specific breakouts by contract year (October - September) within the entire proposed contract period, as well as the allowable renewal period. Any missing year budgets for the initial term will be assumed to be a duplicate of the earliest year submitted. The budget for each renewal year must be submitted or the resulting contract will not be eligible for renewal. In the Line Item Budget, the vendor must include only costs identified as allowable (*Allowable Costs*) in accordance with the appropriate federal regulations governing cost principles and audit requirements for federal awards. See C.F.R. Chapters 1 and 2, Part 200, 215, 225, and 230, as applicable. The Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, and A-122 were superseded, 78 FR 78590-01 (Dec. 2013). Also, 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.

- 4.3.3.2** **Budget Narrative** - The vendor must submit a complete budget narrative to explain each budget item and include all of the information required by **APPENDICES X** and **XI**. All amounts must match those in the line item budget, and shall be broken out by contract year as with the Line Item Budget. If the vendor has had previous contracts with the Department in the past, the vendor must also disclose any issues with unused funds in prior years and provide an explanation of how all funds awarded through this contract will be dedicated to services or returned to the Department. Any missing year narratives will be assumed to be a duplicate of the last year submitted.

Also, in the budget narrative, describe in detail how the vendor arrived at its proposed indirect cost rate. Explain the methodology used to arrive at that rate. Justify the reasonableness of the vendor's proposed indirect cost rate.

- 4.3.3.3** **Budget Worksheet** - Please be detailed and realistic when completing the Budget worksheet. The Budget Worksheet (**APPENDIX XIII**) must be completed according to the attached instructions (**APPENDIX XII**) and its totals must match the amounts from the Line Item Budget. The service components that the vendor must use as the column headings for the ITN are: (1) Tier Case Management; (2) Employment Services; (3) Citizenship and Immigration Related Employability Services; (4) Youth Services; (5) Mentoring and (6) Child Care Services.

The Department reserves the right to negotiate final service unit rates with the vendor and to negotiate the purchase of particular services from vendors with lower rates. If the needs of the program change in the future, the Department reserves the right to shift funds from one component to another.

- 4.3.3.4** **Cost Allocation Plan** - The Cost Allocation Plan (**APPENDIX XIV**) must identify the distribution of costs between the proposed services and any other programs or funding sources the vendor has for each year of the proposed contract. It must also identify, by line item, any cost in the

proposed budget which will be charged at less than one hundred percent (100%) to the CRS contract. The vendor's Cost Allocation Plan must include any indirect costs included in the Cost Reply, the indirect rate, and the allocation methodology used to determine the indirect rates.

4.3.3.5 Service Unit Rate Table

The Service Unit Rate Table (**APPENDIX XVI**) must list allowable service tasks, anticipated clients (units) for each task, the cost per client (unit) for each task, and the total expected cost for each task. The Service Unit Rate Table (**APPENDIX XVI**) is a sample and must be completed based on services determined in accordance with the vendor's Community Needs Assessment. Total costs for services (i.e. employment, case management, etc.) must be calculated, and a total budget must be presented. Please be detailed and realistic when completing the table, and ensure that the methodology is understandable.

The Department reserves the right to negotiate final service unit rates with the vendor and to negotiate the purchase of particular services from vendors with lower rates. If the needs of the program change in the future, the Department reserves the right to shift funds from one (1) component to another.

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

4.4 Public Records and Trade Secrets

4.4.1 Replies and Other Submissions Are Property of the State

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

4.4.2 Replies and Other Submissions are Subject to Public Inspection

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

4.4.3 How to Claim Trade Secret Protection

If the vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the vendor must submit all such information in a separately bound document (or in the case of electronic

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

4.4.4 Vendor’s Duty to Respond to Public Records Requests

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

4.4.5 Department not Obligated to Defend Vendor Claims

The Department is not obligated to agree with the vendor’s claim of exemption, and by submitting a reply or other submission the vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida’s Public Records Law. Further, the vendor agrees that it shall protect, defend, and indemnify, including attorney’s fees and costs, the Department for all claims and litigation (including litigation initiated by the Department) arising from or relating to vendor’s claim that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the provider’s redaction.

SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract to the responsible and responsive vendor(s) determined to be the best value, based on the selection criteria set forth in **Section 5.1**.

5.1 Selection Criteria

The following Selection Criteria shall apply for this ITN:

Criteria
<ul style="list-style-type: none"> The vendor’s articulation of its solution/services and the ability of the solution/services to meet the requirements of this ITN and provide additional value.

<ul style="list-style-type: none"> • The vendor’s company structure, subcontractors, and experience and capability to deliver its proposed solution/services including the vendor track record providing services similar to the ones specified in this ITN.
<ul style="list-style-type: none"> • The skills and experience of the vendor’s leadership team, staff and resources the vendor will use in implementing its solution/services.
<ul style="list-style-type: none"> • The vendor’s financial management approach, proposed budget and related financial information.

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

5.2 Application of Mandatory Requirements

A vendor must meet all Mandatory Requirements (defined herein) in order to be considered for evaluation under this ITN. The Mandatory Requirements for this ITN are set forth in **APPENDIX V MANDATORY REQUIREMENTS CHECKLIST**.

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

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

5.3 Evaluation Phase Methodology for Ranking and Shortlisting

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

5.3.1 Scoring

The Department’s Evaluators will independently evaluate each Programmatic Reply and the Financial Reply in accordance with the following criteria:

[The following Relative Value and Possible Points are for example purposes only. Include appropriate values and points as appropriate for each solicitation.]

Criteria	Relative Value	Possible Points
<ul style="list-style-type: none"> • The vendor’s articulation of the Community Plan presents a complete and realistic approach to meeting the major program goals of the Comprehensive Refugee Services delivery model. <ul style="list-style-type: none"> ○ Services Approach and Solution 	30%	300
<ul style="list-style-type: none"> • The vendor’s proposed structure, including subcontractors, provide the necessary experience and capability to deliver its proposed services demonstrated by the vendor’s track record in providing services similar to the ones specified in this ITN. 	35%	350

Criteria	Relative Value	Possible Points
<ul style="list-style-type: none"> ○ Company Qualifications and Experience 		
<ul style="list-style-type: none"> ● Proposed leadership team, staff, and resources demonstrates skills and experience necessary for implementing proposed services. <ul style="list-style-type: none"> ○ Core Team Qualifications 	15%	150
TOTAL	80%	800

The Department’s Financial Evaluator and Procurement Officer will independently evaluate each Financial Proposal in accordance with the following criteria:

Criteria	Relative Value	Possible Points
<ul style="list-style-type: none"> ● The vendor’s financial management approach, proposed budget and related financial information. 	20%	200
TOTAL	20%	200

5.3.2 Total Score, Recommended Ranking and Competitive Range of Replies

The Procurement Officer will average the total programmatic point scores by each person performing an evaluation to calculate the points awarded for each section. The Procurement Officer will then add the programmatic proposal points score to the financial proposal point scores to obtain a total score. The Procurement Officer will use the total points to rank vendors.

For example:

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

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

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

5.3.3 Report of the Procurement Officer

After developing the recommended ranking in accordance with **Section 5.3.1**, the Procurement Officer will provide to the Department a report on replies deemed nonresponsive and, as to those deemed responsive, a report on the evaluation process and the recommended ranking of the Evaluators.

5.3.4 Selection and Posting of Qualified Vendors for Negotiations (Shortlist)

Upon approval of the list of vendors selected for negotiations by the Department, the Department will post the Shortlist on the VBS at: http://www.myflorida.com/apps/vbs/vbs_www.main_menu

Responsive vendors who are not listed in the posting will not be formally eliminated from the ITN process until the posting of the Notice of Intent to Award. Unless otherwise provided in the posting of the Shortlist, no presumption of preference or merit in the negotiation process or for contract award shall arise from the Evaluators' scores, the ranking or the order of vendors listed in such posting. No responsive vendor will be formally eliminated from consideration for award of a contract under this ITN until the posting of a Notice of Intent to Award is issued.

5.4 Negotiation Process for Final Selection

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

5.4.1 Supplemental Replies

The Department reserves the right to require vendors on the Shortlist to submit a supplemental reply or other submission prior to conducting negotiations. Notice of such requirement will be posted on the DMS VBS website:

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

5.4.2 Goal of Negotiations

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

5.4.3 Department Retains Discretion

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

5.4.4 Other Department Rights During Negotiations

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

- Schedule additional negotiating sessions with any or all responsive vendor(s);
- Require any or all responsive vendor(s) to provide additional or revised replies and detailed written proposals addressing specified topics;
- Require any or all responsive vendor(s) to provide a written best and final offer;

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

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

5.4.5 Negotiation Meetings Not Open to Public

- Negotiations between the Department and vendors are not open to public pursuant subsection 286.0113(2), Florida Statutes.
- Negotiation strategy meetings of the Department's Negotiation Team are exempted by subsection 286.0113(2)(a), F.S.
- The Department shall audio record all meetings of the Department's negotiation team.

5.5 Final Selection and Notice of Intent to Award Contract

5.5.1 Department's Negotiation Team Recommendation

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

5.5.2 Selection of Vendor(s)

The Department will then decide to whom the contract should be awarded under this ITN. In so doing, the Department is not required to score the vendors.

5.5.3 Reserved Rights

The Department reserves the right to:

- Select one or more vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- Divide the work among vendors by type of service or geographic area, or both;
- Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- Award a contract which includes one or more subcontractors proposed by any other vendor(s).

5.5.4 Posting Notice of Award

The Department will post the Notice of Intent to Award Contract, stating intent to enter into one (1) or more contracts with the vendor or vendors identified therein, on VBS http://www.myflorida.com/apps/vbs/vbs_www.main_menu.

5.5.5 Reserved Rights After Notice of Intent to Award

The Department reserves the right:

- To schedule additional negotiation sessions with vendor(s) identified in the Notice of Intent to Award in order to establish final terms and conditions for contracts with the vendor(s).
- To post a notice of withdrawal or amendment of its Notice of Intent to Award and reopen negotiations with any vendor at any time prior to execution of the contract.
- To post a notice of withdrawal of award in the event that the selected vendor fails to execute the contract or defaults in performance. In such event, the Department reserves the right to re-procure services in accordance with Rule 60A-1.006(3) Florida Administrative Code.

ATTACHMENT 1-ALTERNATE REPLY METHOD DUE TO COVID-19

Due to the COVID-19 public health crisis, the Department will allow submission of electronic replies in lieu of hard-copy replies that conform to the following requirements:

The vendor may submit an electronic version of the reply in response to this ITN (including all required documents) in PDF format as an attachment to an email sent to the Procurement Officer's email address provided in Section 2.5. The software used to produce the electronic file must be Adobe portable document format ("pdf"), version 6.0 or higher. The Department must be able to be open and view the reply utilizing Adobe Acrobat, version 9.0.

In the event that the electronic file attachment is too large to be submitted in a single email, the vendor may utilize multiple emails so long as all required documents of the reply are delivered to the Procurement Officer by or before the date and time specified in Section 2.5. Schedule of Events and Deadlines, of the ITN.

The Department can allow up to 100 MB for incoming attachments. The vendor e-mail system must also allow for a 100 MB attachment. Zipping attachments will reduce file sizes.

The reply shall not be password protected. The reply be must be free of malware, any infection resulting to the Department's systems shall be addressed to the Department's satisfaction at the vendor's expense.

Vendors are exclusively responsible for timely delivery of replies to the Procurement Officer.

APPENDIX I: NOTICE OF INTENT TO SUBMIT A REPLY

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

PLEASE PRINT OR TYPE REQUESTED INFORMATION

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

APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY

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

APPENDIX III: VENDOR'S CERTIFICATIONS

CERTIFICATIONS					
MASTER CERTIFICATION					
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the vendor, _____ (legal name of vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # _____ (the ITN), the facts regarding the reply submitted by the vendor in response to the ITN and the truth of each statement contained in Certifications (a) through (f) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p>					
Check the applicable box next to the title to each certification:					
True	False				
	a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document				
	b. Statement of No Prohibited Involvement				
	c. Statement Non-Collusion				
	d. Certification Regarding Subcontractors				
	e. Certification Regarding Prior Contractual Obligations				
	f. Certification of Representations Per sections 287.133, and 287.134, F.S.				
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>					
<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">Signature of Authorized Representative:</td> <td style="width: 30%;">Date:</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table>		Signature of Authorized Representative:	Date:		
Signature of Authorized Representative:	Date:				
a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document					
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the vendor's reply submitted in response to the Department of Children and Families Invitation to Negotiate (the ITN) is binding on the vendor in accordance with the terms of the ITN. If awarded any contract as a result of the ITN, the vendor will comply with the specifications, terms, and conditions stated in the ITN and the contract document.</p>					
b. Statement of No Prohibited Involvement					
<p>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), Florida Statutes, 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.</p>					
c. Statement of Non-Collusion					
<p>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 ITN as principals are named therein, that the vendor's reply is made without collusion with any other vendor.</p>					
d. Certification Regarding Subcontractors					
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor's agreement that by submitting a reply to this ITN, the vendor waives any exclusivity provision in its subcontractor agreements.</p>					
e. Certification Regarding Prior Contractual Obligations					
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor <u>has not</u>:</p> <ol style="list-style-type: none"> (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 ITN # _____ (the ITN), the facts regarding the reply submitted by the vendor in response to the ITN and the truth of each statement contained in Certifications (g) through (k) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

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

g. Certification of a Certified Minority Business Enterprise

h. Certification of a Certified Veteran Business Enterprise

i. Certification of a Florida Business

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

k. Certification of a Drug Free Workplace

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

Signature of Authorized Representative:	Date:
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g. Certification of a Certified Minority Business Enterprise

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

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, Florida Statutes.

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, Florida Statutes.

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, Florida Statutes.

k. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.

APPENDIX IV: QUESTION SUBMITTAL FORM

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

Vendor Name: [Enter Legal Name of vendor]

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

[Add rows as necessary.]

*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

*Name and Title of Authorized Representative

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

APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST

**Mandatory Requirements
Comprehensive Refugee Services (CRS) for Refugees and Entrants in Miami-Dade County
ITN # 2021-003**

Print Vendor's Name (Agency):	
Print Name of Department Reviewer (Procurement Officer):	
Signature of Department Reviewer:	Date:
Print Name of Department Witness:	
Signature of Department Witness:	Date:

1. Was the reply received by the date and time specified in the ITN and at the specified address?

(YES) = Pass (NO) = Fail

Comments:

2. Does the reply include the following?

a.	Signed Certificate of Signature Authority (Appendix II), naming the vendor and its Authorized Representative (see note at bottom of Section A of Appendix II within the solicitation template for acceptable alternatives)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
b.	Vendor's Certifications (Appendix III), including the names of vendor and its Authorized Representative and signature of the Authorized Representative.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail

3. Has the Department verified the vendor is not on the Convicted Vendor List?

(YES) = Pass (NO) = Fail

Comments:

4. Has the Department verified the vendor is not on the Discriminatory Vendor List?

(YES) = Pass (NO) = Fail

Comments:

APPENDIX VI: SUBCONTRACTOR LIST

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

The vendor shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in the related subcontracted services and is qualified to provide the services for which each subcontractor is listed.

In the event that no subcontractor(s) will be used, this list shall be returned indicating "No Subcontractors will be used."

CHECK HERE IF NO SUBCONTRACTORS WILL BE USED:

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.]

*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

*Name and Title of Authorized Representative

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

APPENDIX VII: CF STANDARD CONTRACT PART 1

See Attached.

APPENDIX VIII: CF STANDARD CONTRACT PART 2

See Attached.

APPENDIX IX: 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 (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.

<p>3.4 Internal Controls:</p> <p>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.</p> <p>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.</p> <p>3.4.3 Take reasonable measures to safeguard protected, personally identifiable information (PII) and other sensitive information.</p>
<p>3.5 Payments</p> <p>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)</p> <p>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.</p> <p>3.5.3 Established banking procedures so that you can account for the receipt, obligation, and expenditure of funds for specific federal awards.</p> <p>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.</p>
<p>3.6 Cost Sharing or Matching Requirements (if required, does not apply to most DCF contracts)</p> <p>3.6.1 All required criteria are met if your organization has grants that contain cost sharing or matching requirements.</p> <p>3.6.2 Applying unrecovered indirect costs as cost sharing/matching requires prior approval from the federal awarding agency.</p> <p>3.6.3 If authorized by the federal awarding agency to allow for the donation of buildings or land for long-term use, has the value been calculated as the lesser of the two: value of remaining life or current market value at the time of donation.</p> <p>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.</p>
<p>3.7 Use of Program Income</p> <p>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.</p> <p>3.7.2 For IHEs and nonprofit research institutions, program income may be added to the federal award with prior Federal approval.</p> <p>3.7.3 Program income may be used to meet cost sharing/matching requirements if applicable, with prior Federal approval.</p>
<p>4. Property Standards (2 CFR 200.310-316; 45 CFR 75.316-323)</p>
<p>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.</p>
<p>4.2 Real Property: Maintain procedures that meet federal guidance regarding real property to meet the requirements for title, use, and disposition.</p>
<p>4.3 Federally-owned and exempt property</p> <p>4.3.1 An annual inventory listing of federally owned property in its custody must be annually submitted to the federal awarding agency.</p> <p>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.</p>

4.4	Equipment
4.4.1	Maintain proper equipment procedures in place to meet the requirements for title, use, and disposition under federal grant guidance.
4.4.2	Equipment management procedures must be in place for equipment acquired in whole or in part under the federal award, which include detailed identification makers, percentage of federal participation in costs, location, use and condition and any disposition data, date of disposal and sale price of the property.
4.4.3	A physical inventory of property must be taken at least once every two years with results reconciled with property records.
4.4.4	A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property.
4.4.5	Adequate maintenance procedures must be developed to keep the property in good condition.
4.4.6	If authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
4.5	Supplies exceeding \$5,000: The federal government must be compensated for its share of residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of a project or program, unless supplies are not needed for any other federal award.
4.6	Intangible property: Maintain proper procedures to meet federal grant guidance involving intangible property.

5.	Procurement Standards (2 CFR 200.317-326; 45 CFR 75.326-335)
5.1	Maintain a written standard of conduct covering conflict of interest and governing employees engaged in the selection, award and administration of contracts. If your organization has a parent, affiliate, or subsidiary organization that is not a state or local government or Indian tribe, your conflict of interest policy must also include organizational conflicts of interest.
5.2	Procurement procedures and policies must be in place to meet the following requirements:
5.2.1	Are written
5.2.2	Ensure that the acquisition of duplicate or unnecessary items is avoided
5.2.3	Ensure that state and local government intergovernmental agreements are considered where appropriate
5.2.4	Ensure contracts are awarded only to responsible contractors with the ability to perform contract terms successfully
5.2.5	Ensure all procurement transactions are conducted in a manner providing full and open competition
5.2.6	Do not include state or local geographical preferences (except where federal statutes mandate or encourage geographic preference)
5.2.7	Ensure all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured
5.2.8	Require cost or price analysis, including independent estimates, for all purchases over \$150,000
5.2.9	Include affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible
5.3	Procurement policies must include guidelines for the following purchase thresholds, which must meet federal grant guidance requirements:
5.3.1	Micro-purchase (<\$10,000, no quotations, equitable distributions)
5.3.2	Small purchase (\$10,000-\$250,000, rate quotations, no cost or price analysis)
5.3.3	Sealed bids (\$250,000, formal advertising, price is a major factor).
5.3.4	Competitive proposal (> \$250,000, fixed price or cost reimbursement, request for proposal (RFP) with evaluation methods).
5.3.5	Noncompetitive proposal (solicitation of a proposal from only one source, unique product/service)

5.4	Time and material type contracts are used only after a determination that no other contract is suitable, and the contract must include a ceiling price that the contractor exceeds at its own risk.
5.5	All prequalified lists of persons, vendors, or products must include enough qualified sources to ensure maximum free and open competition, and there must be a process to ensure this list is kept up to date.
5.6	Procurement processes include keeping records that detail history of ALL procurements and at the minimum include the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract.
5.7	Procurement policies for construction or facility improvement contracts, or subcontracts exceeding \$250,000, include a bid guarantee equivalent to 5% of the bid price from each bidder (such as bid bond or certified check), a performance bond on the part of the contractor for 100 percent of the contract price, and a payment bond on the part of the contractor for 100 percent of the contract price.

6.	Performance and Financial Monitoring and Reporting (2 CFR 300.327-329; 45 CFR 75.341-343)
6.1	Performance and Financial reports will likely be required so that DCF can meet its obligations as a recipient of federal awards, which should be no more often than quarterly except in unusual circumstances.
6.2	Annually submit a report on the status of real property if the federal government retains an interest. (Note: If federal interest is for 15 years or longer, reporting may be required at various multi-year frequencies as well.)

7.	Subrecipient Monitoring and Management (2 CFR 200.330-332; 45 CFR 75.351-353) {Pass-through entity requirements}
7.1	A formal process must be developed to analyze awards for determining subrecipient versus a contractor relationship.
7.2	Subawards made to subrecipients must include the following pieces of information:
7.2.1	Federal Award Identification (There are 13 required data elements in this item).
7.2.2	All requirements imposed by your organization on the subrecipient so that the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award.
7.2.3	Any additional requirements that your organization imposes on the subrecipient in order for your organization to meet its own responsibility to the federal awarding agency or DCF, including identification of any required financial and performance reports.
7.2.4	An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between your organization and the subrecipient (in compliance with federal guidance), or a de minimis (10 percent) indirect cost rate.
7.2.5	A requirement that the subrecipient permit your organization and auditors to have access to the subrecipient's records and financial statements as necessary.
7.2.6	Appropriate terms and conditions concerning closeout of the subaward.
7.3	Evaluate the subrecipient for risk of noncompliance with federal regulations and terms of subaward to determine appropriate monitoring for each subrecipient.
7.4	Monitor the activities of the subrecipient as necessary to ensure the subaward is used for authorized purposes and in accordance with statutes, regulations and terms and conditions. Monitoring must include:
7.4.1	Reviewing financial and programmatic reports
7.4.2	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means
7.4.3	Issuing a management decision for audit findings pertaining to the federal award
7.5	Verify that every subrecipient is audited as required under federal grant guidance.

7.6	Review results of subrecipient's audits, on-site reviews, or other monitoring to detect conditions that necessitate adjustments to your organization's own records.
7.7	Take enforcement action against noncompliant subrecipients when appropriate.
7.8	In order to issue subawards based on fixed amounts up to the Simplified Acquisition Threshold (currently at \$250,000), prior written approval from the federal awarding agency must be obtained.

8. Record Retention and Access (2 CFR 200.333-337; 45 CFR 75.361-365)	
8.1	Maintain a policy to verify that financial records, supporting documents, statistical records, etc., are retained for at least three years from the date of submission of the final expenditure report, or for ongoing grants, the date of submission of the quarterly or annual financial report. (Note: If any litigation/claim/audit is started before the three-year time frame, records must be retained until completed or resolved.)

9. Closeout (2 CFR 200.343; 45 CFR 75.381)	
9.1	Develop procedures to meet the following requirements for closing out grants at the end of the period of performance: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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 X - PROJECT BUDGET SUMMARY AND DETAIL INSTRUCTIONS

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

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

- **Salaries** provided must be comparable with similar positions in the surrounding labor market and a job description must be provided for each position listed. Include the number of FTEs that will be funded in whole or in part by this project.
- **Fringe benefits** must display the calculation of costs, specifically the percentages or rates for each benefit being charged to this project.
- **Staff travel** is reimbursed as specified by Department travel policies and procedures in CFOP 40-1 and state statute (section 112.061 Florida Statutes).
- **Office expenses** should be based on prior history, a reasonable estimated monthly expense or written vendor policy.
- **Rental or use of space** must show the address, the square footage and the rate per square footage.
- **Rental equipment** necessary to carry out the delivery of services must include the unit cost (per month) and the number of months the item(s) will be used.
- **Insurance costs** must provide sufficient documentation to explain the percentage of cost being charged to this project and/or the calculation of the cost and the insurance coverage being provided.
- **Advertising/outreach costs** must show the estimated number of units (publications or media events) and the estimated cost for each publication or event.
- **Membership fees and subscriptions** necessary for the delivery of services must show the estimated costs and number of units projected.

- **Client education and training tools** must provide the types of services to be provided, the estimated number of clients to be served, and the estimated unit cost of each service.
- **Information Resource Technology (IRT)** includes computers, monitors and other technology items costing less than \$1,000 each and must include a brief description of the item(s) to be purchased, the unit cost for each item and justification for each item. For recurring costs, must show the estimated unit cost for each recurring cost associated with the delivery of services, including internet access, computer/network/printer maintenance, system access, etc.
- **Subcontracted services** such as janitorial services or security services must show the monthly rate and the number of months for which service is required. Subcontracted client services providing direct services to clients must include the vendor to be subcontracted with, the services to be provided, the estimated number of clients to be served and the unit cost for service(s).
- **Financial audits** being covered in part or in whole with project funds must show the rate used to calculate this cost or the percentage of cost being allocated to this project.
- **Operating capital outlay (OCO)** to be purchased for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased.
- **Office equipment (non-OCO)** to be purchased under this contract (costing less than \$1,000 each) for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased. Purchased must be estimated in accordance with the State's guidelines found at http://www.myfloridacfo.com/aadir/reference_guide/
- **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 XI – PROJECT BUDGET SUMMARY

Vendor Name			
Contract Year (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		\$ -	
Total Personnel Category:			\$ -
<i>Travel Category</i>			
E. Staff Travel & Training		\$ -	
F. Client Transportation		\$ -	
Total Travel Category:			\$ -
<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	\$	-	
Total Office Expenses:		\$	-
H. Rental or Use of Space		\$	-
I. Rental Equipment		\$	-
J. Insurance		\$	-
K. Advertising/Outreach		\$	-
L. Membership Fees & Subscriptions		\$	-
M. Client Educational and Training Tools		\$	-
N. Fixed Price Services		\$	-
O. Information Resource Technology		\$	-
P. Subcontracted Services		\$	-
Q. Subcontracted Client Services		\$	-

R.	Financial Audit		\$	-
Total Expense Category:				\$ -
Direct Costs Category				
S.	Operating Capital Outlay (OCO->\$1,000.00)		\$	-
T.	Indirect Costs	<u> </u> %	of Total Direct Costs	\$ -
Subtotal Direct Costs:				\$ -
Total Project Budget				\$ -

APPENDIX XII

BUDGET WORKSHEET INSTRUCTIONS

This worksheet is a required part of the project budget, and will help the vendor fairly account for costs when calculating a fixed price for a single or multiple service components. The line items are the same as in the Project Budget Summary in Appendix VIII. When calculating line item costs on this worksheet, consider the number of hours staff devote to each service component; the travel, space utilization, and program material costs for each component. For personnel costs, remember to include full-time or part-time administrative staff which support the different service components (which should have been included in the Project Budget Summary). For "cost of business" types of line items (e.g. janitorial costs, financial audit, indirect costs) it may be easier to spread the total costs evenly across all service components.

Clients & Hours

These calculations should be consistent with any proposed Service Presentation Tables in the reply.

The number of individual clients served within the one-year timeframe. If twenty (20) clients are receiving a service for three (3) months out of the year, this only counts as twenty (20) clients, not sixty (60).

APPENDIX XIII

BUDGET WORKSHEET

Budget Line Items	Service Components						Total
	Tier Case Management	Employment Services	Citizenship and Immigration Related Emp. Services	Youth Services	Mentoring Services	Child Care Services	
Personnel							
Fringe Benefits							
Other Personnel Services (OPS)							
Background Checks							
Staff Travel & Training							
Client Transportation							
Utilities							
Telephone							
Postage/Shipping							
Copies/Printing							
Office Supplies							
Janitorial Supplies							
Building Maintenance/Repair							
Equipment Repair							
Security Services							
Office Equipment/Furniture							
Rental or Use of Space							
Rental Equipment							
Insurance							
Advertising/Outreach							
Membership Fees & Subscriptions							
Client Education and Training Tools							
Fixed Price Services							

Information Resource Technology							
Subcontracted Services							
Subcontracted Client Services							
Financial Audit							
Operating Capital Outlay (> \$1,000)							
Indirect Costs							
Total Cost for Service							
Approx. # of unduplicated clients to be served							
Approx. # of unduplicated hours to be served							

APPENDIX XIV

Sample Format
Vendors may add columns and rows as needed.

COST ALLOCATION PLAN

for the

Contract Year (Insert Year) - (Insert Dates)

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

APPENDIX XV

Refugee Services Program's Allowable Services

All services on this list must be addressed in the Community Plan, whether the vendor chooses to provide the service or not. All services listed with an asterisk () are required services in a contract resulting from this ITN. Services may change throughout the duration of the contract depending on client needs and funding.*

- 1) ***Intake**
- 2) ***Refugee Services Assessment and Referrals**
- 3) ***Family Integration and Self-Sufficiency Plan**
- 4) **Employment Services**
- 5) **Adult Education Services**¹
- 6) **Citizenship and Immigration Related Employability Services**
- 7) **Youth Services**
- 8) **Child Care Services**
- 9) **Outreach**
- 10) **Orientation**
- 11) **Case Coordination**
- 12) **Tiered Case Management**
- 13) **Supportive Services**
- 14) **Termination of Client Services and Case Closure**
- 15) ***Refugee Integration and Self-Sufficiency Annual Survey**
- 16) **Mentoring Services**
- 17) **Additional Tasks**

¹ Additional adult education services may be provided in accordance with 45 C.F.R. ss. 400.154 and 400.155.

APPENDIX XVI

SERVICE UNIT RATE TABLE

Service Type/Unit Type	Unit Rate
Refugee Services Assessment and Referral (A&R)	
Entry Assessment (upon enrollment in R&P, MG, CHEP)	
Exit Assessment (at exit from R&P, MG, CHEP)	
Walk-in Client Assessment (never served)	
Follow-up Assessment (at 6 months and 12 months)	
Child Care (CC)	
Monthly Child Care Services Administration	
Employment (EMP)	
Enrollment (Intakes)	
Verified Regular Job Placement 0-24 Months	
Verified Regular Job Placement 25-60 Months	
Verified Regular Placement during Career-Laddering Participation	
Career-Laddering (CL)	
CL Assessment and CL Plan Development Completed	
Verified CL Job Placement in Field of Study	
Legal (LGL)	
Core Services	
Enrollment (Intakes)	
Residency (I-485) Filed with DHS	
Residency (I-485) Filed with DOJ	
Naturalization (N-400) Filing	
Asylum (I-589) with DHS; Filing	
Asylum (I-589) with DOJ; Filing	
Motion to Terminate; Filing	
Motion to Change Venue; Filing	
Motion to Continue; Filing	
Disability Waiver (N-648); Filing	
Initial (1st) Work Permits (I-765); Filing ≤10 months from DOE	
Fee Waiver Request; Filing	
Non-Core Services	
Work Permits (I-765); Filing >10 months from DOE	
Parole Renewal; Filing	

Request for Parole Card (I-94); Filing	
Replace/Correct LPR Card (I-90); Filing	
Special Immigrant Petition (I-360); Filing	
Motion to Reopen/Reconsider; Filing	
Residency Waiver (I-601); Filed w/ DHS	
Residency Waiver (I-602); Filed w/ DHS	
Freedom of Information Act Request; Filing	
Request for Evidence (RFE); Filing	
Other Cases/Filings as Approved by RS; Filing	
Mentoring Services (MEN)	
Monthly Mentoring Services Administration	
Mentoring Service Hours	
Tiered Case Management (TCM)	
Tier 1 Case Management Hour (billed at 15m increments)	
Tier 2 Case Management hour (billed at 15m increments)	
Tier 3 Case Management Hour (billed at 15m increments)	
Youth Pathway (YTH)	
Enrollment	
Academic Assessment/Testing	
Career Assessment	
Monthly Follow-up/Plan Review	
Promotion/Graduation – Annual	
Quarterly Benchmark Met	
All Benchmarks Met/Plan Completed	

Appendix XVII

**State of Florida
Department of Children and Families**



**ITN# - 2021-003
Comprehensive Refugee Services for Refugees and Entrants in
Miami-Dade County**

Evaluation Manual

Evaluator Name: _____

Vendor Name: _____

Date of Reply Evaluation: _____

Evaluator Signature: _____

(PMT-10-1516)

Department of Children and Families
Comprehensive Refugee Services for Refugees and Entrants in
Miami-Dade County

1 GENERAL INSTRUCTIONS

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

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

- 1.3 When completing score sheets, evaluators should record references to the sections of the Invitation to Negotiate (ITN) and the written reply materials which most directly pertain to the criterion and upon which their scores were based. More than one section may be recorded. Evaluators should not attempt an exhaustive documentation of every bit of information considered, but only refer to key information. In general, the reference statements should be brief. If the reply does not address an evaluation criterion, evaluators should indicate “not addressed” and score it accordingly.
- 1.4 Each evaluator has been provided a copy of the ITN, including its appendices, any ITN amendments, and vendor written inquiries and the written responses provided by the Department. Each evaluator will also be provided with a copy of each programmatic reply, which should be evaluated and scored according to the instructions provided in the solicitation and the evaluation manual.
- 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 reply received, independent of other evaluators. Evaluators should work carefully to be as thorough as possible in order to ensure a fair

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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 Only the rating sheets provided should be used. No additional notes or marks should appear elsewhere in the evaluation manual.
- 1.8 Evaluators may request assistance in understanding evaluation criteria and replies only from the Procurement Manager.
- 1.9 Questions related to the solicitation and the evaluations of the reply should be directed only to:
Jenifer L. Fonseca, Procurement Officer
E-Mail Address: jenifer.fonseca@myflfamilies.com
- 1.10 After each evaluator has completed the scoring of each programmatic reply, 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.
- 1.11 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 each individual's evaluation scores were captured correctly when preparing the total programmatic scores.

2 SELECTION CRITERIA

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

- The vendor's articulation of its approach to providing the required services and the ability of the approach to meet the requirements of this ITN and provide additional value.
- The vendor's company structure, proposed subcontractors and/or Memorandum of Understanding (MOU), and experience and capability to deliver its proposed services including the vendor track record providing services similar to the ones specified in this ITN.
- The skills and experience of the vendor's leadership team, staff, and resources the vendor will use in implementing its services.
- *Financial Reply*: The vendor's financial management approach, proposed budget and related financial information. (Note: *This criterion will be evaluated by the Procurement Officer and the Financial Evaluator. The Programmatic Evaluator will not evaluate or score the Financial Reply.*)

3 PROGRAMMATIC REPLY POINT VALUES AND FINANCIAL REPLY POINTS VALUES

The maximum score for the Programmatic Reply is 800 points.

The maximum score for the Financial Reply is 200 points

Programmatic Criteria	Maximum Points	Percent of Total (1000 Points)
1. The vendor’s articulation of the Community Plan presents a complete, realistic, and efficient approach to meeting the major program goals of the Comprehensive Refugee Services delivery model.		
Section 1 Subtotal	300	30%
2. The vendor’s proposed structure, including proposed subcontracting structure, provides the necessary experience and capability to deliver the proposed services demonstrated by the vendor’s track record in providing services similar to the ones specified in this ITN.		
Section 2 Subtotal	350	35%
3. Proposed leadership team, staff, and resources demonstrates skills and experience necessary for implementing proposed services.		
Section 3 Subtotal	150	15%
Financial Reply Criteria	Maximum Points	Percent of Total (1000 Points)
4. <i>Financial Reply:</i> The vendor’s financial management approach, proposed budget and related financial information. (Note: <i>This criterion will be evaluated by the Procurement Officer and the Financial Evaluator. The Programmatic Evaluator shall <u>not</u> evaluate or score the Financial Reply</i>)		
Financial Stability / Financial Management	30	3%
Budget	140	14%
Cost Comparison	30	2%
Section 4 Subtotal	200	20%
Total	1000	100%

Evaluation Criteria 1

Criteria:

The vendor's articulation of the Community Plan presents a complete, realistic, and efficient approach to meeting the major program goals of the Comprehensive Refugee Services delivery model.

ITN Programmatic Reply Instructions:

The vendor shall provide a brief Executive Overview demonstrating an understanding of the ITN purpose and the needs specified in this ITN.

AND

The vendor shall include a brief description of the vendor's organization, leadership credentials, approach for Scope of Work and delivery of services, management of Performance Specifications and completing Deliverables as defined in this ITN. The vendor shall describe in their Community Plan its approach to performing the tasks described in Sections 3.2.9 and 3.2.23 – 3.2.25 and how it will meet all of the Department's detailed requirements. Specifically, the vendor must explain in detail the methods it will use to develop, implement, and manage a comprehensive integrated service delivery system that includes all of the needs identified in the Community Needs Assessment. If the vendor will be utilizing subcontractors to deliver certain services, the vendor must describe in detail how these subcontracted vendors will also be capable of meeting the Department's detailed requirements. The vendor must outline how various services and subcontracts will be managed throughout Miami-Dade County, and how the vendor and any subcontractors will be held accountable if performance standards and deliverables are not met.

ITN Related Text:

ITN Sections 4.2.4 and 4.2.5

Guidance:

- The vendor is a current recognized Refugee and/or Cuban & Haitian Entrant Reception and Placement (R&P) program and/or demonstrates a long-standing relationship in good standing with other local R&P program(s) through MOU(s), MOA(s), and/or Letters of Support.
- The vendor presents a detailed Community Plan outlining the strategy for developing, implementing, and operating a comprehensive services delivery system in the service area.
- If not a recognized R&P program, the vendor describes the inclusion of the local R&P program(s) as part of their Community Plan and explains how services will not be duplicated.
- The vendor presents a thorough assessment of the population demonstrating an excellent and comprehensive understanding of the population's needs.
- The vendor has strong experience working with the populations eligible for services.
- The vendor clearly describes the proposed service area, how specific targeted areas were determined to needs services, and staffing for each targeted area within the county.
- The vendor presents a thorough assessment and understanding of other community services available to the population.
- The vendor demonstrates an excellent and comprehensive understanding of the need/purpose of comprehensive refugee services in the service area.

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- The vendor includes a detailed, and appropriate plan for conducting client eligibility determination, intakes, assessments, CRS orientation, and case management/ case coordination.
- The vendor describes how it will provide superb supportive services. The vendor describes existing and planned links with local organizations that will benefit refugees. The vendor explains how it will document and track referrals made to partner organizations.
- The vendor extensively describes an exceptional CRS Transition Plan that details how the plan will be developed and implemented.
- The vendor describes how it will implement a superior CRS Quality Management Plan. The vendor also explains how it will monitor the performance of subcontracted organizations.
- The vendor describes a thorough plan for assisting clients in achieving economic self-sufficiency and community integration by explaining how employment, and legal needs of refugees will be met.
- The vendor describes client case files and how they will be secured and safeguarded.
- The vendor excellently describes and justifies any additional tasks that it proposes (i.e. translation services, transportation assistance, emergency client assistance, etc.).
- The vendor demonstrates a strong understanding of the overall goals of the program.
-

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Criteria:
The vendor's articulation of the Community Plan presents a complete and realistic approach to meeting the major program goals of the Comprehensive Refugee Services delivery model.

Notes/Rationale Criteria 1:

Criteria:
The vendor's articulation of the Community Plan presents a complete and realistic approach to meeting the major program goals of the Comprehensive Refugee Services delivery model.

Notes/Rationale Criteria 1:

Score (0-300): _____

Evaluator Initials: _____

Topic	Max Points	Superior (81-100%)	Good (61-80%)	Adequate (41-60%)	Poor (21-40%)	Insufficient (0-20%)
Criteria 1	300					

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Evaluation Criteria 2

Criteria:

The vendor's proposed structure, including subcontractors, provide the necessary experience and capability to deliver its proposed services demonstrated by the vendor's track record in providing services similar to the ones specified in this ITN.

ITN Programmatic Reply Instructions:

The vendor shall include a brief description of the vendor's organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications and completing Deliverables as defined in this ITN. The vendor shall describe in their Community Plan its approach to performing the tasks described in Sections 3.2.9 and 3.2.23 – 3.2.25 and how it will meet all of the Department's detailed requirements. Specifically, the vendor must explain in detail the methods it will use to develop, implement, and manage a comprehensive integrated service delivery system that includes all of the needs identified in the Community Needs Assessment. If the vendor will be utilizing subcontractors to deliver certain services, the vendor must describe in detail how these subcontracted vendors will also be capable of meeting the Department's detailed requirements. The vendor must outline how various services and subcontracts will be managed throughout Miami-Dade County, and how the vendor and any subcontractors will be held accountable if performance standards and deliverables are not met.

AND

Company Qualifications and Experience (Evaluators please refer to Section 4.2.6 for more details on these instructions)

AND

Core Team Qualifications (Evaluators please refer to Section 4.2.7 for more details on these instructions)

ITN Related Text:

ITN Sections 4.2.4, 4.2.5, 4.2.6, 4.2.7

Guidance:

- Consider the table found on page 1 of this Evaluation Manual and take into account the following guidelines when evaluating "substantial experience" discussed in the next three (3) questions
 - 10 or more years of experience = Superior
 - 5 to 10 years of experience = Good
 - 1 to 5 years of experience = Adequate
 - 1 year of experience or less = Poor
 - 0 years of experience = Insufficient
- (1) The vendor has substantial experience providing services to refugees and entrants.
- (2) The vendor has substantial experience providing employment services, and/or immigration-related legal services.
- (3) The vendor has substantial experience working with multicultural, multilingual populations.

Criteria:

The vendor's proposed structure, including subcontractors, provide the necessary experience and capability to deliver its proposed services demonstrated by the vendor's track record in providing services similar to the specified in this ITN.

- The vendor has presented evidence showing that it consistently meets or exceeds performance expectations providing similar services to vulnerable populations. The evidence includes all relevant services the vendor is currently providing, where those services are being provided, which populations are being served, and both the expected and attained performance measures.
- The vendor presents previous experience achieving positive outcomes for its clients.
- The vendor provides evidence of proactive and timely management of any audits, reviews, and/or monitoring results. The vendor's response to any findings was exceptional (prompt, thorough, and appropriate).
- The vendor's monitoring results and performance reviews have been primarily positive in nature.
- The vendor's organizational structure indicates stable operational and administrative support for this project. The administrative model appears to be both efficient and effective.
- The vendor provides a detailed "organization chart" that clearly delineates leadership roles and demonstrates the vendor's capability to effectively and efficiently deliver these services.
- The vendor has a superior administrative organizational structure to fulfill all the responsibilities under this contract, including program oversight and management of information systems.
- The vendor details all established and potential subcontracts and proposes an excellent plan for identifying, recruiting, vetting, and retaining subcontractors that will be providing certain proposed services.
- The vendor superbly describes how it will ensure that it operates in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Grant Guidelines). As evidence of compliance, the vendor has submitted (1) Written Procurement Policies and Procedures; (2) Written Monitoring Policies and Procedures; (3) The vendor's DUNS number; and (4) Suspension and Disbarment Information from the Federal Government's FAPIIS website.
- Based on the vendor's past experiences in achieving similar results, the proposed number of service units is realistic, reasonable, and will meet the Department's goals.
- The vendor provides a thoughtful and superb narrative describing how the number of service units was determined and how they are achievable.
- Considering its past experience in achieving similar results, the vendor has proposed performance measure percentages that are both reasonable and achievable. The vendor has expertly justified its reasoning for each proposed percentage.
- The reply describes the vendor's excellent and thorough process for tracking, meeting, and exceeding all of the sample deliverables and performance measures. The vendor describes how it will analyze data to ensure credible documentation of service delivery.
- The vendor has explained in detail its "electronic management information capability" and how it will assist in completing all reporting requirements.
- Based on the vendor's past experiences and current qualifications and established partnerships (i.e. subcontracts, MOUs, MOAs, the vendor appears to have the capacity to expertly and excellently deliver all of the required services.

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Criteria:

The vendor's proposed structure, including subcontractors, provide the necessary experience and capability deliver its proposed services demonstrated by the vendor's track record in providing services similar to the o specified in this ITN.

Notes/Rationale Criteria 2:

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Criteria:
The vendor's proposed structure, including subcontractors, provide the necessary experience and capability to deliver its proposed services demonstrated by the vendor's track record in providing services similar to the ones specified in this ITN.

Notes/Rationale Criteria 2:

Score (0-350): _____ **Evaluator Initials:** _____

Topic	Max Points	Superior (81-100%)	Good (61-80%)	Adequate (41-60%)	Poor (21-40%)	Insufficient (0-20%)
Criterion 2	350					

Evaluation Criteria 3

Criteria:
Proposed leadership team, staff, and resources demonstrates skills and experience necessary for implementing proposed services.

ITN Programmatic Reply Instructions:

The vendor shall include a brief description of the vendor’s organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications and completing Deliverables as defined in this ITN. The vendor shall describe in their Community Plan its approach to performing the tasks described in Sections 3.2.9 and 3.2.23 – 3.2.25 and how it will meet all of the Department’s detailed requirements. Specifically, the vendor must explain in detail the methods it will use to develop, implement, and manage a comprehensive integrated service delivery system that includes all of the needs identified in the Community Needs Assessment. If the vendor will be utilizing subcontractors to deliver certain services, the vendor must describe in detail how these subcontracted vendors will also be capable of meeting the Department’s detailed requirements. The vendor must outline how various services and subcontracts will be managed throughout Miami-Dade County, and how the vendor and any subcontractors will be held accountable if performance standards and deliverables are not met.

AND

Company Qualifications and Experience (Evaluators please refer to Section 4.2.6 for more details on these instructions)

AND

Core Team Qualifications (Evaluators please refer to Section 4.2.7 for more details on these instructions)

ITN Related Text:

ITN Section 4.2.4, 4.2.5, 4.2.6 and 4.2.7

Guidance:

- The vendor proposes to hire an appropriate number of qualified staff members sufficient to meet the goals of the Department and the needs of the client.
- The vendor describes an exceptional approach to the recruitment, training, supervision, and retention of qualified personnel.
- The vendor demonstrates the ability and flexibility to reduce or expand the scale of the CRS program in the event of a reduction or increase of clients and/or available funding.
- The vendor describes any special qualifications/certifications necessary for staff (i.e. staff members teaching ELI or vocational training, staff members assisting with citizenship and immigration related legal services, staff members working with youth, etc.).

Criteria:

Proposed leadership team, staff, and resources demonstrates skills and experience necessary for implementation of proposed services.

- **Staff and service sites will be appropriately dispersed throughout the service area in a manner that benefits refugees in need of services.**
- **The vendor's proposed onsite staff members have the relevant linguistic capability and cultural competency in relation to the population to be served.**
- **The vendor superbly describes the activities that each staff member will be performing on a regular basis. Activities conducted by staff are both reasonable and necessary.**
- **The vendor describes a superior management team that is qualified (strong, organized, capable, responsible, goal-driven) to lead their organization in meeting the needs of the ITN.**
- **The vendor has demonstrated a reasonably low employee turnover rate over the last three (3) years.**
- **The vendor does an exceptional job providing other services to refugees in the service area.**
- **The vendor does an outstanding job providing other types of services in the service area that will benefit refugees.**
- **The vendor's proposed service site locations are convenient and easily accessible by clients.**
- **The vendor proposed service times are varied and convenient for clients.**
- **The vendor describes in detail how it will work collaboratively with other refugee resettlement agencies and with other organizations that serve the refugee population. The Vendor describes its openness and ability to cooperate with these organizations. The vendor presents current letters of support and/or existing MOUs from these partner organizations.**

Criteria:

Proposed leadership team, staff, and resources demonstrates skills and experience necessary for implementation of proposed services.

Notes/Rationale Criteria 3:

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Criteria: Proposed leadership team, staff, and resources demonstrates skills and experience necessary for implementing proposed services.						
Notes/Rationale Criteria 3:						
Score (0-150): _____			Evaluator Initials: _____			
Topic	Max Points	Superior (81-100%)	Good (61-80%)	Adequate (41-60%)	Poor (21-40%)	Insufficient (0-20%)
Criteria 3	150					

Financial Reply Criteria – Sub Criteria 1

Criteria:

The vendor's financial management approach, proposed budget and related financial information. (Note: This criterion will be evaluated by the Financial Evaluator. The Programmatic Evaluator shall not evaluate or score the Financial Reply)

Sub criteria:

Financial Stability / Financial Management

ITN Financial Reply Instructions:

The vendor must describe its current financial management and accounting systems and capability by submitting copies of their independent financial and compliance audit report and/or certified financial statements for the two (2) most recent fiscal years. These documents must be contained in a 3-ring binder, separate from the rest of the reply. The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the vendor does not have audit reports for the two most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report shall be submitted. A newly created entity shall submit the requested financial reports from each of the founding collaborative partners.

ITN Related Text:

ITN Sections 4.3.2, 4.3.2.1

Guidance:

FINANCIAL STABILITY

Copies of vendors' independent financial and compliance audit reports and/or certified financial statements for the two most recent fiscal years. The copies should include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the vendor does not have audit reports for the two most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report should be submitted. A newly created entity should submit the requested financial reports from each of the founding collaborative partners. Procedure for determining a score for financial stability where two or more agencies have come together to create a new entity: Score each agency's financial and compliance audits and/or certified financial statements, or where vendors were not subject to audit requirements, their financial statements, independently of the other agencies. Once a score has been determined for each agency participating in the newly created entity, total their scores and divide by the number of participating agencies to arrive at an average score.

Financial Reply Criteria – Sub Criteria 2

Criteria:

The vendor's financial management approach, proposed budget and related financial information. (Note: This criterion will be evaluated by the Procurement Officer. The Programmatic Evaluator shall not evaluate or score the Financial Reply)

Sub criteria:

Budget

ITN Financial Reply Instructions:

The vendor must submit detailed budget information. A Line Item Budget (Project Budget Summary), a Budget Narrative, a Budget Worksheet, and a Cost Allocation Plan must all be submitted with the reply to the ITN. Each of these categories is described below. The actual budget documents can also be found at the end of the ITN in Appendix VII, VIII, IX, X, XI and XIII. Please contact the Procurement Officer listed in Section 1.4 to request Word or Excel versions of any of the forms found in the Appendices. The vendor must submit any indirect-cost rate agreements the vendor currently has that the vendor wishes the Department to consider in an awarded contract. The vendor must indicate an understanding the Department is not bound by other agencies or organizations negotiated indirect-cost rate agreements and may not accept it.

The vendor must submit a detailed breakout of costs related to direct services and administrative services that is easy to read and understandable.

ITN Related Text:

ITN Section: 4.3.3

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Guidance:

- The financial reply includes an organized and thorough narrative that justifies each cost and explains how each cost was determined. Taking into account the budget narrative, the vendor's proposed budget appears reasonable and warranted. Any labor, cooperative, and/or union agreement is included reflecting scheduled increases to any cost during the proposed contract period.
- The vendor includes an excellent and detailed Project Budget Summary (i.e. the line item budget). The vendor clearly delineates proposed costs and describes all costs associated with various CRS services.
- All staff costs needed to operate the program are identified. Staff costs include a rate of pay, the amount of time devoted to the program, a narrative of fringe benefits provided and how they are determined, and a comparison of how the costs identified compare to other service providers in the service area offering similar services.
- Allocations for personnel and any other line items in the Project Budget Summary are consistent with what was proposed in the vendor's programmatic reply.
- The estimated cost for individual line items is reasonable, allowable, and necessary.
- The vendor submits an exceptional Cost Allocation Plan that identifies the distribution of costs between funding sources and divides individual costs by category.
- The total amount for each federal fiscal year (FFY) is at or below the amount listed in Section 1.3 for all services in the vendor's reply.
- The vendor presents a superb and detailed Budget Worksheet that realistically estimates the cost of the various CRS service components.
- The vendor included its proposed indirect cost rate and has described in detail how it arrived at its indirect cost rate. The proposed indirect cost rate is reasonable, allowable, and necessary. The vendor explains its methodology and justifies the reasonableness of the proposed indirect cost rate. The indirect cost rate does not exceed 10% of the total operating costs of the proposed program budget. The vendor indicated understanding its proposed indirect cost rate is negotiable and the Department is not bound to agreements with other agencies and those agreements may not be accepted.
- The Vendor included a breakdown of costs between those considered direct service costs and those considered administrative that is clear and easy to read.

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Criteria:
The vendor's financial management approach, proposed budget and related financial information. (Note: This criterion will be evaluated by the Procurement Officer. The Programmatic Evaluator shall not evaluate or score the Financial Reply)

Sub criteria:
Budget

Notes/Rationale:

Score (0-140): _____ **Evaluator Initials:** _____

Topic	Max Points	Superior (81-100%)	Good (61-80%)	Adequate (41-60%)	Poor (21-40%)	Insufficient (0-20%)
Budget	140					

Financial Reply Criteria – Sub Criteria3

<p>Criteria: The vendor’s financial management approach, proposed budget and related financial information. (Note: This criterion will be evaluated by the Procurement Officer. The Programmatic Evaluator shall not evaluate or score the Financial Reply)</p>
<p>Sub criteria: Cost Comparison</p>
<p>ITN Financial Reply Instructions: N/A</p>
<p>ITN Related Text: N/A</p>
<p>Guidance: The vendor’s <i>cost per client served</i> as compared to the lowest proposed <i>cost per client served</i> from a vendor providing similar services. The Department will first examine the vendor’s cost reply and determine the vendor’s overall cost for services for the entire contract period. The Department will then determine how many clients the vendor proposes to serve during that same contract period. The Department will divide the overall cost for services by the overall number of clients that the vendor proposes to serve. This will provide the Department with the <i>cost per client served</i>. The Department will then consider all vendors that have submitted a reply and will determine the lowest average <i>cost per client served</i>. The lowest <i>cost per client served</i> will then be divided by each Vendor’s <i>cost per client served</i>, and then multiplied by 30 to determine each Vendor’s score for this criterion.</p>

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Criteria:

The vendor's financial management approach, proposed budget and related financial information. (Note: This criterion will be evaluated by the Procurement Officer. The Programmatic Evaluator shall not evaluate or score the Financial Reply)

Sub criteria:

Cost Comparison

Notes/Rationale:

The Procurement Officer will assign a score corresponding to the vendor's *cost per client served* for the project (see explanation above), relative to the lowest *cost per client served* of any responsive vendor responding to this ITN. The following formula will be used to calculate the score for this criterion:

$$(Lowest Cost per Client Served / Vendor's Cost per Client Served) \times Total Possible Score = Vendor's Score$$

Score (0-30): _____

Evaluator Initials: _____

Topic	Max Points	Superior (81-100%)	Good (61-80%)	Adequate (41-60%)	Poor (21-40%)	Insufficient (0-20%)
Cost Comparison	30					

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

Client Services Non-Client
Subrecipient Vendor
Federal Funds State Funds

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and _____, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

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

The Department and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount

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

1.2 Official Payee and Party Representatives

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

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

1.2.2 The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

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

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

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

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

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

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

1.3 Effective and Ending Dates

This Contract shall be effective _____ or the last party signature date, whichever is later. The service performance period under this Contract shall commence on _____ or the effective date of this Contract, whichever is later, and shall end at midnight, Eastern time, on _____, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4 Contract Document

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

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

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

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

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

1.4.4.1 Exhibits A through ___;

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

1.4.4.3 This Standard Contract;

1.4.4.4 Any documents incorporated into this Contract by reference;

1.4.4.5 Attachments 1 through ___.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work

The Scope of Work is described in Exhibit B.

2.2 Task List

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

2.3 Deliverables

The Deliverables are described in Exhibit D.

2.4 Performance Measures

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

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

3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1 Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. Department determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2 Method of Payment

The Provider shall be paid in accordance with Exhibit F.

3.3 Invoices

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

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

3.4 Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

3.5 Overpayments and Offsets

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

3.6 MyFloridaMarketPlace Transaction Fee.

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

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as

they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 State Policies

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

4.3 Independent Contractor, Subcontracting and Assignments

4.3.1 In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

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

4.3.3 The Provider may subcontract under this Contract

4.3.3.1 The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

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

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

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

4.4 Provider Indemnity

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

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

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

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

4.5 Insurance

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

4.6 Notice of Legal Actions

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

4.7 Intellectual Property

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

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

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

4.8 Transition Activities

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

support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

4.9 Real Property

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

4.10 Publicity

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

4.11 Sponsorship

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

4.12 Employee Gifts

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

4.13 Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

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

4.13.2 Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

4.13.3 Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

4.14 Employment Screening

4.14.1 The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.1.1 Employment history checks;

4.14.1.2 Fingerprinting for all criminal record checks;

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

4.14.2 The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

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

4.15 Human Subject Research

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

4.16 Coordination of Contracted Services

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

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

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

5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections and Investigations

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract

and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

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

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

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

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

5.2 Inspections and Corrective Action

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

5.3 Provider's Confidential and Exempt Information

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

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

5.3.2.1 The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

5.3.2.2 The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade

secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

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

5.4 Health Insurance Portability and Accountability Act

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

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

5.5 Information Security

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

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

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

5.5.3 All who request or have access, through the Provider's access, to Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

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

5.5.5 The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.5.6 The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.6 Public Records

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

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

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

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

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

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

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

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1 Financial Penalties for Failure to Take Corrective Action

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

6.1.2 The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1 Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2 Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

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

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

6.2 Termination

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

6.2.2 This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

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

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

6.2.5 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

6.2.5.1 Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2 Had a contract terminated by the Department for cause.

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

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

6.3 Dispute Resolution

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

6.3.2 After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3 After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

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

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

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

7. OTHER TERMS

7.1 Governing Law and Venue

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

7.2 No Other Terms

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

7.3 Severability of Terms

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

7.4 Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

7.5 Modifications

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

7.6 Anticompetitive Agreements

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

7.7 Communications

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

7.8 Accreditation

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

7.9 Transitioning Young Adults

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

7.10 DEO and Workforce Florida

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

7.11 Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12 Unauthorized Aliens

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

7.13 Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.13.1 The Provider shall comply with the provisions In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

7.13.2 The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

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

7.14 Use of Funds for Lobbying Prohibited

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

7.15 Public Entity Crime and Discriminatory Contractors

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

7.16 Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and

other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

7.17 PRIDE

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

7.18 Recycled Products

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

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if Federal Funds are used to fund this Contract.

8.1 Federal Law

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

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

8.1.3 If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

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

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

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

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

8.2 Federal Funding Accountability and Transparency Act (FFATA)

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

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

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

A-1.1. Programmatic definitions are found in **EXHIBIT A1**.

A-2. STATEMENT OF WORK

NA

A-3. PAYMENT, INVOICE AND RELATED TERMS

NA

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1. Section 4.1.1 of the Standard Contract, is hereby added:

4.1.1. In addition to the laws listed in the Standard Contract under Section 4.1., the Provider agrees to comply with the following laws, regulations, and any amendments or additions to these laws and regulations:

4.1.1.1 45 CFR Part 400 - HHS Refugee Resettlement Program

4.1.1.2 45 CFR Part 401 - Cuban/Haitian Entrant Program

4.1.1.3 45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments

4.1.1.4 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122; A-133 -- see, 78 FR 78590-01 (Dec. 26, 2013))

4.1.1.5 48 CFR, Chapter 1, Subpart 31.7., Federal Acquisition Regulations for Non Profit Organizations

4.1.1.6 Rules 69I-40 and 69I-42, F.A.C., (Bureau of Auditing and Travel Expenses)

4.1.1.7 CFOP 40-1 - DCF Travel Rules and Regulations

4.1.1.8 CFOP 75-8 - DCF Policies and Procedures of Contract Oversight

4.1.1.9 CFOP 80-2 - DCF Property Management Rules and Regulations

4.1.1.10 Rule 65-29.001, F.A.C., Financial Penalties for a Provider's Failure to Comply with a Requirement for Corrective Action

4.1.1.11 The Victims of Trafficking and Violence Protection Act of 2000

4.1.1.12 The Trafficking Victims Protection Reauthorization Act of 2003, 2005, 2008, and 2013

4.1.1.13 Immigration and Nationality Act, 8 U.S.C. 1101 et seq.

4.1.1.14 Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193, 110 Stat. 2105

4.1.1.15 Intergovernmental Cooperation Act, 31 U.S.C. 6501 et seq.

4.1.1.16 Public Information Act, 5 U.S.C. 552

A-4.2. Section 4.11., Sponsorship, of the Standard Contract, is hereby amended to add:

All outreach materials, including flyers, advertisements, public service announcement scripts, etc., prepared with Refugee Services (RS) grant funds must include a Statement acknowledging that the project is sponsored by the State of Florida, Department of Children and Families, RS, with grants from the U.S. Department of Health and Human Services, Office of

Refugee Resettlement (ORR). The Provider shall submit all materials to the Contract Manager for review and approval 30 calendar days prior to publication and dissemination.

A-5. RECORDS, AUDITS AND DATA SECURITY

A-5.1. Section 5.7. of the Standard Contract, is hereby added to read:

5.7. Safeguards Regarding the Use and Disclosure of Client Data

- 5.7.1. The Provider shall prohibit disclosure of personal identifying client information without consent except for purposes directly connected with, and necessary to, the administration of the program as specified in 45 CFR Part 400.27.
- 5.7.2. When requesting an individual's Social Security Number (SSN), the Provider shall disclose whether the individual's disclosure is voluntary or mandatory, the statutory authority for requesting the SSN, and the use to which the SSN will be put.
- 5.7.3. If accessing the SAVE/VIS Program, the Provider shall verify immigration status without regard to sex, color, race, religion, or nationality of the alien involved. The Provider shall comply with the Public Information Act, 5 U.S.C. 552(a), and other applicable laws in conducting verification procedures pursuant to this agreement and in safeguarding, maintaining, and disclosing any data provided or received pursuant to this agreement.
- 5.7.4. The Provider agrees to use all information acquired under this Contract solely for the purpose of determining the eligibility of persons applying for services funded by RS under authority granted to it by the laws of the State of Florida and of the United States of America.
- 5.7.5. The Provider shall not disclose any information acquired from SAVE/VIS to any other person or entity without the prior written consent of RS, DCF-ESS Florida and/or DHS. Prior written consent from RS, DCF-ESS Florida, or DHS is not necessary when the alien applicant submits a written request for disclosure of such information pertaining to his/her own case, to the extent such disclosure is required or permitted by the laws or procedures governing the processing of applications by RS. The Provider fully understands that this Contract does not permit the use of SAVE/VIS for the purpose of complying with or assisting any person or entity in complying with the employability verification requirements of Section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1. Section 6.3 of the Standard Contract, is hereby amended to read:

6.3 Dispute Resolution

It is desired that the Provider and Department shall agree to cooperate in resolving any differences concerning performance or in interpreting this Contract. Within five (5) business days of the execution of a Contract for services, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) business days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make written recommendations to the Department's Secretary who will work with parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Both parties agree the venue for any court action shall be Leon County, Florida.

A-7. OTHER TERMS

NA

A-8. FEDERAL FUNDS APPLICABILITY

NA

A-9. CLIENT SERVICES APPLICABILITY

A-9.1. Section 9.1 of the Standard Contract, is hereby amended to read:

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 to the Contract Manager and to the hotline noted below. 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, and any subcontracts and their employees performing work under this Contract.

A-9.2. Sections 9.6.-9.8 of the Standard Contract, are hereby added to read:

9.6. Fees and Donations

No fees shall be imposed by the Provider to clients served under this Contract, other than those set by the Department. Donations, whether monetary or in kind, received by employees of the Provider who are paid wholly or in part under this Contract, must be used for the benefit of the program unless the donor clearly States that the donation is for another purpose. A record must be kept of all monetary donations and a report of disbursement must be submitted to the Contract Manager at least quarterly. Likewise, donations made to the Provider and designated specifically for the program funded by this Contract must be accounted for and disbursed for the benefit of the program and/or its clients.

9.7. Property

EXHIBIT A2 applies to all property transferred by the Department to the Provider and any property purchased by the Provider with funds provided by this Contract. 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 one (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.

9.8. Information Technology Resources (ITR)

The Provider shall receive written approval from the Department's Contract Manager, or designee, prior to purchasing any ITR with Contract funds. The Provider shall not be reimbursed for any ITR purchases made prior to obtaining the Contract Manager's, or designee's, written approval.

EXHIBIT A1 – PROGRAMMATIC DEFINITIONS

A1-1 Refugee Services Programmatic Acronyms

- A1-1.1 ABE** – Adult Basic Education
- A1-1.2 AGE** – Adult General Education
- A1-1.3 AE** – Adult Education
- A1-1.4 CASAS** – Comprehensive Adult Student Assessment Systems
- A1-1.5 CET**– Client Education and Training
- A1-1.6 CHEP** – Cuban/Haitian Entrant Program
- A1-1.7 CL** – Career Laddering
- A1-1.8 CRS** – Consolidated Refugee Services
- A1-1.9 DCF** – Florida Department of Children and Families
- A1-1.10 DFS** – Florida Department of Financial Services
- A1-1.11 DHS** – Department of Homeland Security
- A1-1.12 DOE** – Florida Department of Education
- A1-1.13 DOJ** – Department of Justice
- A1-1.14 DOS** – Department of State
- A1-1.15 ELI** – English Language Instruction
- A1-1.16 ELCATE** – English Literacy for Career and Technical Education
- A1-1.17 ESOL** – English for Speakers of Other Languages
- A1-1.18 ESOLAS** – Adult ESOL Academic Skills
- A1-1.19 ESS** – DCF’s Office of Economic Self-Sufficiency
- A1-1.20 F.A.C.** – Florida Administrative Code
- A1-1.21 FAQ** – Frequently Asked Questions
- A1-1.22 FFY** – Federal Fiscal Year
- A1-1.23 FSSP** – Family Self Sufficiency Plan
- A1-1.24 GED** – General Education Development
- A1-1.25 HHS** – Department of Health and Human Services
- A1-1.26 LCP** – Literacy Completion Point
- A1-1.27 LEP** – Limited English Proficiency
- A1-1.28 LPR** – Lawful Permanent Resident
- A1-1.29 OCP** – Occupational Completion Point
- A1-1.30 OJT** – On-the-Job Training
- A1-1.31 OLAP** – Office of Legal Access Programs
- A1-1.32 ORR** – U.S. Department of Health and Human Services, Office of Refugee Resettlement
- A1-1.33 PHI** – Protected Health Information

- A1-1.34 **QMP** – Quality Management Plan
- A1-1.35 **R&P** – Resettlement and Placement
- A1-1.36 **RCA** – Refugee Cash Assistance
- A1-1.37 **RFE** – Request for Evidence
- A1-1.38 **RS** – State of Florida, Department of Children and Families, Refugee Services Program
- A1-1.39 **RSDS** – Web-RS/Refugee Services Data System
- A1-1.40 **SSI** – Supplemental Security Income
- A1-1.41 **STT** – Short term training
- A1-1.42 **TANF** – Temporary Assistance to Needy Families
- A1-1.43 **USCIS** – United States Citizenship and Immigration Services
- A1-1.44 **VOT** – Certified Victim of a Severe Form of Human Trafficking
- A1-1.45 **WRS** – Workplace Readiness Skills
- A1-1.46 **WT** – Welfare Transition
- A1-1.47 **YDP** – Youth Development Plan

A1-2 Refugee Services Programmatic Definitions

A1-2.1 Assessments.

A1-2.1.1 Education and Training Standardized Assessment Instrument. A valid and reliable testing instrument that is administered, scored, and interpreted in a standard manner to determine initial placement and subsequent educational or program gains of clients.

A1-2.1.1.1 For English language courses, the standardized assessment instruments to document progress, representing the attainment of Literacy Completion Points, shall be in accordance with Rules 6A-6.014 and 6A-10.040, F.A.C., and other assessment memoranda, Assessment Technical Assistance Papers, and FAQs distributed by the DOE and any subsequent revisions thereto. In the event that a DOE issued document supersedes F.A.C., providers shall comply with the superseding DOE issued document.

A1-2.1.1.2 For vocational training, the assessment instruments must reflect achievement of the required competencies of the curriculum frameworks in the areas in which the instruction is focused.

A1-2.1.2 Refugee Services Assessment. A tool used to determine a client's service needs at various points in their resettlement process that will also provide a score for determining the level of case management needs.

A1-2.2 Benchmarks. Measureable and verifiable progression points towards meeting an established goal.

A1-2.3 Case Coordination. The coordination of services in response to a client's needs as identified through each client's comprehensive assessment(s) that are aimed at identifying the client's barriers to effective resettlement.

A1-2.4 Client. An eligible individual for whom services are provided by the Contracted service provider. Clients may fall into one of the following categories:

A1-2.4.1 Resettled Client. A client who was recently resettled in the service area by one of the DOS-sponsored R&P agencies, and is currently engaged in R&P, MG, or CHEP.

A1-2.4.2 Walk-in Client. A client who has migrated or relocated to [service area], FL, and has never received services through a current or expired RS-funded Contract in the service area. Clients who have received RS-funded services in other service areas and who relocate or migrate to [service area], FL are considered walk-in clients.

A1-2.4.3 Returning Client. A former client who received services through a current or expired RS-funded Contract in the service area of this Contract, and is returning for additional services through the CRS program.

A1-2.5 Emergency Housing Assistance. Temporary/emergency financial assistance for eligible clients for services to include but not limited to rental application fees, security and utility deposits/payments (excluding phone and cable), rent and mortgage payments for an individual or family who is homeless or on the verge of homelessness. The Provider shall utilize the funds as funding of last resort after case managers have determined that voluntary agencies, family members, and/or community funds cannot be accessed.

A1-2.6 Follow-up. The activity of contacting clients to assess their progress towards meeting the goals necessary to attain economic self sufficiency.

A1-2.7 Intake Date. The date the client is determined to be eligible for each service deemed appropriate.

A1-2.8 Matching Grant (MG) Program. An ORR-funded alternative program to public assistance wherein local voluntary agencies agree to match ORR's grant with cash and in-kind contributions of goods and services from the community. The program's goal is to facilitate self-sufficiency within four months of the date of eligibility by providing services such as case management, employment, provision of food or food subsidies, suitable housing, and transportation assistance for the first 120 days. Enrollment must be completed within 31 days of eligibility for the program.

A1-2.9 Refugees/Entrants. People who are eligible for RS pursuant to State and Federal regulations and who are in need of the services outlined in this Contract. Refugees/Entrants, as used in this Contract include:

A1-2.9.1 Refugees of all nationalities;

A1-2.9.2 Cuban/Haitian Entrants, including Parolees and Asylum Applicants;

A1-2.9.3 Asylees of all nationalities;

A1-2.9.4 Amerasians;

A1-2.9.5 VOTs;

A1-2.9.6 LPRs who adjusted from prior refugee, entrant, or asylee status; and

A1-2.9.7 Special immigrants of Iraqi or Afghan nationality.

A1-2.10 Service Area. For the purpose of this Contract the service area refers to [service area], FL.

A1-3 Program Specific Terms. Program specific terms used in this document are defined in the RS Glossary which is incorporated herein by reference and maintained in the Department's Contract Manager's file. Program specific terms not included in the above referenced glossary are defined below. In the event of a conflict between the definitions in the glossary and the Contract, the Contract document shall take precedence over the RS Glossary.

A1-3.1 Adult Education Services Definitions

A1-3.1.1 ABE. Defined by DOE as courses designed to improve the employability of an individual through instruction in reading, mathematics, language, and workplace readiness skills.

A1-3.1.2 ESOLAS. Defined by DOE as a course (one level) with an emphasis on academic proficiency in listening and speaking, with added emphasis on reading and writing.

A1-3.1.3 Attendance Unit. A client that attends one or more classroom sessions for any course in a billing cycle. Clients who attend more than one course will be counted for each course in a billing cycle.

A1-3.1.4 Clients Enrolled. The unduplicated number of eligible clients enrolled in any course/program at any time during a reporting period.

A1-3.1.5 Completion. Clients are able, according to DOE standards, to take the related standardized test (such as the CASAS test) and the results (including course end date and reason) have been entered in the RSDS.

A1-3.1.6 Completion Point(s). Point(s) attained representing OCPs or LCPs or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks and frameworks.

- A1-3.1.7 Coordinated Academic Training.** Course offerings in AGE instructional courses such as:
- A1-3.1.7.1** ABE courses;
 - A1-3.1.7.2** GED preparation courses, defined by DOE as courses designed to help individuals attain American or high school level academic skills; or
 - A1-3.1.7.3** Citizenship Preparation courses, defined as a non-academic course offered to clients in preparation for the naturalization test required for U.S. Citizenship, including, but not limited to, U.S. civics, history, government, citizens' rights and responsibilities, the Declaration of Independence, and the U.S. Constitution.
- A1-3.1.8 Documented Progress.** Successful completion of program standards, benchmarks and frameworks, using standardized assessment instruments, sufficient to obtain successful completion of an LCP signifying progression to the next level of instruction for AE courses.
- A1-3.1.9 ESOL.** Defined by DOE as courses designed to help individuals of limited English proficiency achieve competence in the English language.
- A1-3.1.10 ELI.** Instruction in the English language to limited English proficient students. Such instruction shall be designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible.
- A1-3.1.10.1 Lower Level ELI Courses.** For purposes of this Contract, courses (levels 100-400) include: Literacy A, Literacy B, Literacy C, Foundations, Low Beginning, and High Beginning.
 - A1-3.1.10.2 Upper Level ELI Courses.** For purposes of this Contract, courses (levels 500-800) include: Low Intermediate, High Intermediate, Advanced, and ESOLAS.
- A1-3.1.11 ELI Tuition Voucher.** A certificate of funding by the Provider to a client to be used to fund a client's enrollment costs in an appropriate ELI course provided by an accredited public school.
- A1-3.1.12 Instructional Hours.** The hours that teachers or instructors actually spend in the classroom teaching clients course material.
- A1-3.1.13 Intake.** The process in which the Provider completes the eligibility determination, initial data collection and Client Release of Information Form for new clients or returning clients who have not participated in services provided under this Contract for 12 consecutive months who intend to enroll in courses provided under this Contract.
- A1-3.1.14 Term.** A period of time as determined by the Provider that sets the beginning and end date for each session of the school year.
- A1-3.1.15 Tuition.** A DOE determined fee for a program or course of study that is offered by an accredited vocational center, located within [service area], RS pre-approved fee for an RS pre-approved program or course of study, for those programs or courses of study which do not fall under the DOE fee schedule or framework, that is offered by an accredited vocational center located within [service area], Florida.
- A1-3.1.16 WRS.** Defined by DOE as courses to improve English language skills to maintain employment and/or enhance career opportunities within the company and are held at the worksite in a location provided by the employer.

A1-3.2 Child Care Services Definitions

- A1-3.2.1 Accepted for Child Care Service.** A client, who received a referral, was determined to be eligible for services, and the Provider allocated an available slot for that client's child. A client's child that is placed on a wait list is not "accepted for child care service."
- A1-3.2.2 Child Care.** Licensed comprehensive care, supervision and protection of infants, preschool-age children and school age children for a portion of a 24-hour day to permit the parents or caretakers to seek and maintain employment or training in order to become self supporting.

- A1-3.2.3 Child Care Facility.** Any child care center or child care arrangement which provides child care for more than five (5) children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care in wherever operated, and whether or not operated for profit. The following are not included:
- A1-3.2.3.1** Public schools and nonpublic schools and their integral programs, except as provided in s. 402.3025, F.S.;
 - A1-3.2.3.2** Summer camps having children in full-time residence;
 - A1-3.2.3.3** Summer day camps;
 - A1-3.2.3.4** Bible schools normally conducted during vacation periods; and
 - A1-3.2.3.5** Transient establishments, as defined in chapter 509, F.S., which provide child care services solely for the guests of their establishment or resort provided that all child care personnel of the establishment are screened according to the Level 2 screening requirements of chapter 435, F.S.
- A1-3.2.4 Child Care Services.** The provision of RS child care services is to promote economic self-sufficiency by allowing parents of young children access to quality and affordable child care while participating in RS-funded employment services, RS-funded AE services, or ORR Matching Grant Programs as soon upon their arrival to the U.S. as possible.
- A1-3.2.5 Days of Care.** Care provided to a client and billed by the Provider, including partial days of care:
- A1-3.2.5.1 Full time.** At least six (6) hours and up to and including eleven (11) hours of care in a 24-hour period.
 - A1-3.2.5.2 Part time.** Less than six (6) hours of care in a 24-hour period.
- A1-3.2.6 Enrollment Date.** The first date the eligible client's child(ren) receive(s) RS subsidized child care services.
- A1-3.2.7 Gold Seal Facilities.** Those facilities described in Section 402.281, F.S., that have received a separate "Gold Seal Quality Care" designation.
- A1-3.2.8 Initial Determination.** The first actual activity by the Provider in determining eligibility for enrollment into the RS subsidized child care services program by determining acceptance for service based on availability of slots or the need for beginning a wait list during the Contract period.
- A1-3.2.9 Licensed Child Care Facility.** Any child care center or home in the State, unless statutorily exempt, possessing an annually renewed child care license from the Department.
- A1-3.2.10 Parent.** Defined as the mother, father, and/or guardian of a child receiving care.
- A1-3.2.11 Priority List.** A roster consisting of eligible children of clients either on the wait list (if there is one) and/or children of clients who are still within their eligibility period for child care services (12 months) but are no longer receiving child care services due to prioritization.
- A1-3.2.12 Priority List Determination.** A process to be completed during the intake and redetermination task for all eligible refugees/entrants. Based on the ranking of the client on the priority list, the client shall enroll or continue to receive child care services or be palced on the priority list until slots become available or their eligibility period ends.
- A1-3.2.13 Subsidized Child Care.** RS funded child care services for eligible clients, in accordance with all other subsidized child care services, provided under agreement with the Provider or other local governing entity.
- A1-3.2.14 Successful Eligibility Redetermination.** The process by which the provider has documented the client's immigration status and date of entry; verified participation in an employability service and income verification; and placed the client under the appropriate funding source as specified in **Section B-5**. A redetermination of client eligibility for each child shall be conducted at the six (6) month interval (6th month) from the enrollment date.

A1-3.2.15 Wait List. A roster of children of clients who have completed an intake, but the children are not yet enrolled, due to funding limitations.

A1-3.3 Employment Services Definitions

A1-3.3.1 CL Assessment. The determination of a client's literacy levels, educational attainment, work history and vocational skills including obtaining of supporting documentation and testing to verify skills for which a client may lack proof. An orientation explaining the program procedures and expectations is also included.

A1-3.3.2 CL Client. A client possessing one or more of the following: provable professional credentials or experience who is eligible for re-credentialing or skills re-certification; advanced education, such as one or more university degrees or certificates, work experience or trade skills, such as plumbing, carpentry, tool-making, mechanical skills, skilled factory work and related occupations, or health-care experience, such as nursing or other related medical-support occupations; or individuals with low/minimal experience and/or skills but who need support for employment advancement and whose CL assessment/plan indicates they will benefit from an appropriate training, including but not limited to, OJT, vocational training, and ELI designed to lead to a job placement in accordance with clients' CL plans (per Section A1-3.3.4).

A1-3.3.3 CL Placement. The acceptance of unsubsidized full-time (25 hours or more per week) employment as a result of a referral from the employment service provider, that is related to the client's CL Assessment and CL plan and as a result of career laddering services provided, including but not limited to vocational training, skills-recertification, re-credentialing, short-term training (STT), or on-the-job training (OJT). Employment must be consistent with the provisions of 45 CFR 400.81 and clients' employability and career laddering plans.

A1-3.3.4 CL Plan. The strategic development of a career track with specific steps toward an agreed upon career goal. Each step includes job targets and professional growth objectives detailing planned education, training and credentialing necessary for the move to the next step on the client's career ladder.

A1-3.3.5 CL Services. CL services include but are not limited to skills re-certification, re-credentialing, STT, OJT, vocational training, and ELI designed to lead to a job placement in accordance with clients' CL plans.

A1-3.3.6 Client Education and Training (CET) Services. CET Services includes skills re-certification, re-credentialing, STT, OJT, vocational training, and ELI designed to lead to a job placement in accordance with the client's CL plan.

A1-3.3.7 Economic Self-Sufficiency. Achieved when at least one client in the family unit is employed, and the total household income meets or exceeds 133% of the Federal Poverty Level income standards for the family size.

A1-3.3.8 Employability Plan. An individualized plan that outlines strategic, individualized short and long term goals, towards an employment track with specific steps to achieve the agreed upon career goals. Each step includes job targets and professional growth objectives detailing planned education, training and credentialing necessary for the move to the next step on the individual's CL plan.

A1-3.3.9 Employment Follow-up. The activity of contacting the clients or their employer(s) to determine whether clients are employed at any unsubsidized job on the 90th day after entering employment.

A1-3.3.10 Employment Services. Services available to employment clients that may be required to obtain gainful employment.

A1-3.3.11 Family Self Sufficiency Plan. A plan that addresses the employment-related service needs of each employable member in a family unit for the purpose of enabling the family to achieve economic self sufficiency through the employment of one or more family members.

A1-3.3.12 Full-Time Employment. Employment of 35 hours or more per week.

A1-3.3.13 Health Insurance Access. The determination of whether clients are placed in a full-time job with access to employer-sponsored health insurance within six (6) months of the job placement date.

- A1-3.3.14 Job Placement.** The acceptance of unsubsidized full-time or part-time employment as a result of a referral from the employment service provider. The job placement which occurs after the intake is the first placement. Employment must be consistent with the provisions of 45 CFR 400.81 and clients' employability plans.
- A1-3.3.15 Non-Employable Entrants.** Cuban/Haitian Entrants who have been issued the (DHS) Form I-862 (Notice to Appear, or NTA) or the DHS Form I-220a (Release on Own Recognizance) only, or any other documentation placing them into removal proceedings only and who have not been granted parole.
- A1-3.3.16 OJT.** Training by an employer that is provided to a paid participant while engaged in productive work in a job designed to assist the participant gain the skills needed to be effective and productive in the assigned position and that meets the following criteria:
- A1-3.3.16.1** Provides reimbursement to the employer no greater than 50% of the wage rate of the participant, as outlined in the OJT Subsidized Wage Scale in Section C-1.18.8.2 for the costs of providing the training and additional supervision related to the training;
 - A1-3.3.16.2** Is limited to a maximum of six (6) months in duration as outlined in the OJT Subsidized Wage Scale in Section C-1.18.8.2.; and
 - A1-3.3.16.3** Is expected to lead to full-time employment for the participant in a position paying wages as outlined in the OJT Subsidized Wage Scale in Section C-1.18.8.2. with the participating employer at the end of the training period.
- A1-3.3.17 Part-time Employment.** Employment of a minimum of 20 hours but less than 35 hours per week.
- A1-3.3.18 Pre-Employment Placement Services.** A variety of services delivered prior to job placement and intended to provide information and develop a client's basic employability skills for optimal job performance and success post placement.
- A1-3.3.19 RCA.** Cash assistance provided under Section 412(e) of the Immigration and Nationality Act to refugees who are ineligible for TANF, Old Age Assistance, Aid to the Blind, Aid to the Permanently and Totally Disabled, Aid to the Aged, Blind and Disabled, or SSI.
- A1-3.3.20 Self-Placement.** The acceptance of unsubsidized full-time or part-time employment that is not the result of a referral from an employment service provider.
- A1-3.3.21 Short-Term Training.** Training for a period of less than 8 consecutive weeks, offering active participation focused on a specific job skill which leads to immediate employment in a particular field.
- A1-3.3.22 Skills Re-Certification.** Full-time attendance in a college or professional training program, provided that such training: is approved as part of the individual's employability plan; does not exceed one year's duration (including any time enrolled in such program in the U.S. prior to the refugee's application for assistance); is specifically intended to assist the professional in becoming re-licensed in his or her profession; and, if completed, can realistically be expected to result in such re-licensing.
- A1-3.3.23 Verified Job Placement.** The activity of verifying a job placement with the employer or client as outlined in Section C-1.18.10. for the purposes of reimbursement.
- A1-3.3.24 Vocational Training.** Programs or courses through which a client may receive vocational training specifically designed to meet the demands for trained workers in marketable occupations that require more than a high school diploma but less than an academic degree, providing a combination of educational and technical skills training through which clients may obtain the required competencies necessary for vocational certification upon completion of a program.
- A1-3.3.25 WT Program.** Services provided to current and former recipients of temporary cash assistance. The goal of the program is to emphasize work, self-sufficiency, and personal responsibility following program requirements and services as described in Chapters 414 and 445, F.S.

A1-3.4 Legal Services Definitions

- A1-3.4.1 Accredited Representative.** An individual accredited by the Department of Justice (DOJ), Office of Legal Access Programs (OLAP) following successful completion of an application process. Only licensed attorneys and accredited representatives in good standing are able to “represent” clients in immigration matters and to practice immigration law.
- A1-3.4.2 Attorney Representation.** This service involves filing Form G-28, EOIR-28, or EOIR-27 with the applicable Federal entity indicating such representation. Thereafter, the attorney or Department of Justice, OLAP accredited representative is responsible to the client for filing required applications and performing other tasks as needed to accomplish the objective. This service may entail client interviews, legal research, preparing exhibits, and preparing clients for their interviews, among other things. Representation must remain within the Contractual boundaries for the purpose of invoicing. For example, RS does not fund travel outside the State of Florida.
- A1-3.4.3 Citizenship Application Granted.** Occurs when an eligible client, having filed a Form N-400 (Application for Naturalization) with the assistance of the service provider, has subsequently passed the English and Civics examinations or has had Form N-648 approved and the language/testing requirements waived, has passed the USCIS Interview, and has received the notice for the Oath of Allegiance to the U.S.
- A1-3.4.4 Core Service.** A core service is a service unit that is considered fundamental to the Legal services objectives. Core services are identified under Section C-1.20.1.1. (**EXHIBIT C – TASK LIST**) and in the Service Unit Rate Table (**EXHIBIT F3 – SERVICE UNIT RATE TABLE**).
- A1-3.4.5 Filing Date.** This is the date the provider submits the service unit (e.g. application) to the appropriate Federal entity. In the case of mailing, the filing date is the date the Provider mails the material to the appropriate Federal entity. In the case of electronic filing, the filing date is the day the material is electronically delivered to the appropriate Federal entity.
- A1-3.4.6 Filing Unit.** This is achieved when the Provider has completed service preparation, collected the service application fee, filed with the appropriate agency, and entered the date of the filing in the RSDS.
- A1-3.4.7 Legal Services.** The provision of immigration-related employability services designed to remove barriers to lawful residency and employment, to promote economic self-sufficiency, to prepare refugees/entrants for citizenship, and to motivate the refugees/entrants to resettle in as short a time period as possible.
- A1-3.4.8 Legal Service Unit.** Legal Service units are filings for the immigration related services allowed under this Contract and outlined in the Service Unit Rate Table (**EXHIBIT F3 – SERVICE UNIT RATE TABLE**); this excludes enrollments. While payment under this Contract is associated with enrolling clients into the service component and filing the allowable services units (i.e. core or non-core filing unit), only filing units count towards satisfying the deliverables.
- A1-3.4.9 Non-Core Service.** A Non-Core Service is a service unit that is not frequently used but is important to the Legal services Contract objectives. Non-core services are detailed in Section C-1.20.1.2. (**EXHIBIT C – TASK LIST**) and in the Service Unit Rate Table (**EXHIBIT F3 – SERVICE UNIT RATE TABLE**).
- A1-3.4.10 Other Case/Filings as approved by RS.** A service unit approved via a written blanket approval by RS that would otherwise require redundant requests for the same service or purpose. Such blanket approvals are considered when unique circumstances arise in the geographic service area or Statewide that elicit a RS Program response for services that, although fall under the Program, are not detailed in the Service Unit Rate Table (**EXHIBIT F3 – SERVICE UNIT RATE TABLE**). Such blanket approvals will be treated as “Other case/filings as approved by RS.”
- A1-3.4.11 RFE.** A written document USCIS forwards to a client and/or to his/her representative requesting additional evidence on a pending application. RFE should identify the supporting documents or information that the client has failed to provide or needs to provide to complete the pending application and provide a deadline by which the client or his/her representative must respond. Failure to respond by the deadline and/or an incomplete response will result in dismissal of the application.

A1-3.4.12 Resolution. Resolution refers to a positive or negative outcome of an ongoing case. It can also refer to other outcomes to the sequential phase of the case at the time of reporting. A client can have different resolutions for different services, but a case can have only one resolution at any point in time. The five categories of resolution are:

A1-3.4.12.1 Ongoing. The case has been accepted, but there is no final resolution by the agency to which the application was made. Neither the client nor the attorney has withdrawn from the case.

A1-3.4.12.2 Positive. Relief has been granted, in whole or in part, by the agency to which the application was made.

A1-3.4.12.3 Negative. The application was denied, in its entirety, by the agency to which the application was made.

A1-3.4.12.4 Client Withdrawal. The client has withdrawn from services by notifying the Provider or the Provider has attempted to contact the client, but the client has been unresponsive for ninety (90) consecutive days.

A1-3.4.12.5 Application Withdrawal. The Provider has withdrawn the application for reasons other than those for client withdrawal, such as: Death of a client for whom a service application was filed; Client relocation out of service area; or Client, after acceptance of the case by the Provider but before service resolution is reached, no longer meets eligibility criteria for the program.

A1-3.4.13 Resolution Date. The resolution date is the date relief was granted, or denied, in whole or in part, by the Federal entity to which the application was made.

A1-3.5 Mentoring Services

A1-3.5.1 Mentoring Services. Services available to eligible clients ages 15-24 to promote positive civic and social engagement and support individual educational and vocational advancement.

A1-3.6 Case Management Service Definitions

A1-3.6.1 Tiered Case Management. A tiered provision of services that assesses, plans, evaluates, and facilitates services at progressively increasing intensities in response to a vulnerable refugees/entrant client's complex needs requiring a greater level of service coordination and intervention to effectively resettle.

A1-3.6.2 Case Management for Returning Clients. A provision of service that assesses, plans, evaluates, and facilitates limited case management services to returning vulnerable refugee/entrant clients who have experienced a qualifying event.

A1-3.7 Youth Services Definitions

A1-3.7.1 Academic Service Pathway. A service pathway for youth clients ages 16-18 (youth older than 18 are eligible if the person is enrolled in high school or a high school equivalent (GED) program) with the desired outcome of graduating high school, or completion of an educational program for obtaining a GED.

A1-3.7.2 At Risk Youth. Youth who are less likely to graduate from high school with a diploma, dropping out of high school, not meeting high school graduation requirements, or are in need of alternatives to a traditional high school education.

A1-3.7.3 Career Service Pathway. A service pathway for youth clients age 16-19 with the desired outcome of employment in an unsubsidized job and/or vocational training leading to employment.

A1-3.7.4 Vocational Training. Programs or courses through which a client may receive vocational training, specifically designed to meet the demands for trained workers in marketable occupations that require more than a high school diploma but less than an academic degree, providing a combination of educational and technical skills training through which clients may obtain the required competencies necessary for vocational certification upon completion of a program.

- A1-3.7.5 Voucher (Youth).** A certificate of funding issued by the Provider to an eligible client or community partner to fund a client's education costs in the appropriate program.
- A1-3.7.6 Youth Client.** A refugee/entrant between the ages of 16 and 19, who has a demonstrated educational or employment need, and who is at risk of dropping out of high school, not meeting high school requirements, or needs alternatives to traditional high school education.

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EXHIBIT A2 – PROPERTY

- A2-1** 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.
- A2-2** 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 CFOP 80-2.
- A2-3** 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.
- A2-4** 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 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.
- A2-5** The Department's Contract Manager, or designee, must provide disposition instructions to the Provider prior to the end of the Contract term. The Provider shall not dispose of any property that reverts to the Department without the Contract Manager's, or designee'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.
- A2-6** 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.
- A2-7** 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.
- A2-8** 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.
- A2-9** 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.

A2-10 A formal Contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

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EXHIBIT B – SCOPE OF WORK

- B-1. SCOPE OF SERVICE.** Under the terms of this Contract, CRS are to be provided to eligible refugees/entrants who reside in [service area], Florida. Refugees/Entrants residing in any county where a RS-funded CRS program does not exist may be served, with prior written approval from the Contract Manager, or designee.
- B-2. MAJOR CONTRACT GOALS.** The purpose of the CRS Program is to assist refugee/entrant families in achieving self-sufficiency, effective resettlement, and successful integration into the local community.
- B-3. SERVICE AREA/LOCATIONS/TIMES.**
- B-3.1. Services Delivery Location.** Under the terms of this Contract, the Provider shall provide services at the following locations:
- Location:**
Locations Address
- Location (if more than one):**
Location Address
- The Provider may provide services at various locations, apart from those listed above.
- B-3.2. Service Times.**
- B-3.2.1.** Services shall be provided during days and hours that will encourage clients' participation in CRS program. Because many clients can be better served with extended hours, the Provider is encouraged to offer evening and weekend service times.
- B-3.2.2.** Any changes in service times and any additional holidays that the Provider wants to observe shall be reviewed and approved in writing by the Department's Contract Manager, or designee.
- B-3.3. Changes in Location.** The Provider shall request approval from the Department's Contract Manager, or designee, in writing, a minimum of 30 calendar days prior to executing a change, addition, or deletion in a service location.
- B-4. CLIENTS TO BE SERVED.** Refugees/Entrants seeking CRS assistance.
- B-5. CLIENT ELIGIBILITY.** This Contract may be funded by any of the grants listed below. A Post Award Notice, provided by the Department's Contract Manager, or designee, will specify the grant(s) applicable to this Contract.
- B-5.1. Refugee Support Services/Social Services Grant** funds can be used to serve eligible refugees/entrants who have been in the United States for less than 60 months. Under 45 CFR § 400.152, clients with a date of entry more than 60 months prior to the date of service may be provided citizenship and naturalization preparation services, referrals, and/or interpreter services. The following priorities apply to clients eligible for services funded through these grants:
- B-5.1.1. First Priority.** All newly arriving refugees/entrants during their first (1st) year in the U.S. who apply for services;
- B-5.1.2. Second Priority.** Refugees/entrants who are receiving cash assistance;
- B-5.1.3. Third Priority.** Unemployed refugees/entrants who are not receiving cash assistance; and
- B-5.1.4. Fourth Priority.** Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.
- B-5.2. Refugee School Impact Grant Set-Aside, Refugee Support Services/Social Services Grant** funds can be used to serve youth clients seeking the Academic Services Pathway. The following priorities apply:
- B-5.2.1. First Priority.** Youth clients who have been in the U.S. for less than 12 months or within twelve 12 months of their date of asylum or applicable eligibility date;

- B-5.2.2. Second Priority.** Youth clients who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
- B-5.2.3. Third Priority.** Youth clients whose date of entry in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the written approval of the Department's Contract Manager, or designee.
- B-5.3. Services to Older Refugees Set-Aside, Refugee Support Services/Social Services Grant** funds can be used to serve older refugees/entrants (over the age of 60 years old). The following priorities apply:
 - B-5.3.1. First Priority.** All newly arriving older refugees/entrants during their first year of service eligibility who apply for services;
 - B-5.3.2. Second Priority.** Older refugees/entrants who have lost, or are at risk of losing, SSI and/or other Federal benefits; and
 - B-5.3.3. Third Priority.** Older refugees/entrants with the greatest relative risk of nursing home placement.
- B-5.4. Refugee Mentoring Set-Aside, Refugee Support Services Grant** funds can be used to serve refugees/entrants between the ages of 15 and 24 seeking Mentoring Services. The following priorities apply:
 - B-5.4.1. First Priority.** Refugees/ Entrants who have been in the U.S. for less than 12 months or within 12 months of their date of asylum or applicable eligibility date;
 - B-5.4.2. Second Priority.** Refugees/Entrants who have been in the U.S. for less than 36 months or within 36 months of their date of asylum or applicable eligibility date; and
 - B-5.4.3. Third Priority.** Clients whose date of entry in the U.S. is more than 36 months, or more than 36 months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the approval of the Department's Contract Manager, or designee.
- B-6. CLIENT DETERMINATION.** Eligibility shall be determined as it is defined within 45 CFR Parts 400 and 401 and other eligibility memoranda distributed by the Department. The Department has final authority on client eligibility.
- B-7. EQUIPMENT.** The Provider shall list all property/equipment purchased under this Contract on a property/equipment inventory list (**EXHIBIT C2 – INVENTORY REPORT**). The inventory report shall include a description and location of the property, as detailed on **EXHIBIT C2**. A copy of the inventory list is to be maintained in the Department Contract Manager's file.
- B-8. CONTRACT LIMITS.**
 - B-8.1.** Services funded under this Contract may be only refugee/entrant specific services, which are designed to meet refugee/entrant needs and are in keeping with the rules and objectives of the refugee program.
 - B-8.2.** Funds for this Contract are administered under the terms of the grant(s) funding this Contract and 45 CFR Parts 400 and 401 and are subject to all grant and Federal regulatory requirements. Due to the unpredictability of refugee arrival patterns, Federal grant requirements, and grant award amounts, the Department reserves the right to add funding to meet additional scope of services and tasks or decrease Contract value if needs change or Federal grant amounts decrease.
 - B-8.3.** Non-Employable Entrants cannot receive employability services.
 - B-8.4.** For legal services, funds cannot be used for paying any service application or court fee that is required to be paid by the client.
 - B-8.5.** The Provider is prohibited from filing an application to make the person eligible for services under this Contract. A client must already have an eligible immigration status or classification at the point of intake to establish service eligibility.
 - B-8.6.** Children of U.S. citizens are not eligible for child care services paid by this Contract.
 - B-8.7.** No RS child care services can be provided to any child that exceeds the age of 13 even though the child may have been less than 13 years of age at the time of enrollment.

- B-8.8.** Clients receiving RS child care must maintain participation in or have obtained employment as a result of participation in a RS-funded employment services, RS-funded adult education services, or ORR Matching Grant Programs.
- B-8.9.** No client shall be eligible to receive RS child care services for an individual child in excess of 12 consecutive calendar months counted from the first (1st) day of care reported in a center.
- B-8.10.** Child care services shall be provided only in licensed child care centers and homes as well as public school-based programs serving children less than 13 years of age.
- B-8.11.** RS subsidized child care is funded with Federal grant dollars from the ORR and, therefore, is not bound by the grant terms associated with the Child Care Development Block/Social Services Block Grant.
- B-8.12.** Youth Services may only be provided to youth as follows:
 - B-8.12.1.** Academic Pathway clients ages 16-18 (youth older than 18 are eligible if the person is enrolled in high school or a high school equivalent (GED) program) may receive a maximum of one (1) year of service. Vouchers for tutoring services may only be provided to Academic Pathway clients.
 - B-8.12.2.** Career Pathway clients ages 16-19 may receive a maximum of two (2) years of service.
 - B-8.12.3.** One (1) extension of Youth Services of up to six (6) months may be provided with written Contract Manager approval, prior to the end of the original service period.
- B-8.13.** Clients may transfer between Youth Services pathways, for a total period of service not to exceed the maximum two-year limit with the exception of an extension granted as noted in Section B-8.12.3. Transferring from one pathway to another must have prior written Contract Manager approval.
- B-8.14.** Youth Services should be used as a funding of last resort. If the client qualifies for free or reduced-cost services in the community, the Provider shall refer clients to those services.
- B-8.15.** Current participants in US State Department sponsored Resettlement and Placement program, ORR Matching Grant (MG) program, or CHEP are not eligible for concurrent services in Tiered Case Management.
- B-8.16.** Funds awarded under this Contract may not be used to supplant DOE general revenue funds or any other Federal funds awarded to the Provider.
- B-8.17.** By entering into this Contract, the Provider or any subcontractor providing Adult Education Services represents that it is not also receiving State funds or charging DOE for the same goods and services funded under this Contract. The Provider has a duty to maintain clear records that distinguish its receipt of State and Federal funds and prevent duplicative funding. If at any time, Department staff learns and verifies that the Provider was collecting State funds for the goods and services funded under this Contract, the Provider will have an obligation, as part of a Corrective Action Plan, to refund all State monies to DOE or to refund the Department for all such duplicative funding as determined by the Department. The Corrective Action Plan shall also include provisions that repair the administrative or structural elements in the Provider's organization that allowed such duplicative funding to occur.

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. Consolidated Refugee Services (CRS) Transition Plan.** The Provider shall develop a transition plan from the existing service delivery model to the CRS model to ensure the continuity of services provided to refugees/entrants in the service area. The plan shall include the following components:
- C-1.1.1.** All tasks and subtasks to be performed and a schedule for all deliverables;
 - C-1.1.2.** The timeframe for the transfer of staff (if applicable), equipment, administrative services and functions, and a plan to ensure suitable Contracts are in place with those partners that signed a Memoranda of Understanding, or subcontract. The list should be delineated by service;
 - C-1.1.3.** Any additional services or functions required to ensure the seamless transition in service delivery and the Provider's proposed means of implementation, including timeline;
 - C-1.1.4.** Provisions and timetables for informing and educating staff, stakeholders, community partners, and others on issues relating to the transition; and
 - C-1.1.5.** Provisions for the orderly transition and close-out of all Contract documents, transfer of individual records, and case files from the previous refugee Contract.

The Provider shall submit the CRS Transition Plan to the Department's Contract Manager, or designee, for review and approval by the due date outlined in **EXHIBIT C5**.

- C-1.2. CRS Plan.** The Provider shall develop and implement a CRS Plan for [service area] that outlines an integrated service delivery system for clients and promotes refugee engagement in the community. The plan shall include information on how the Provider intends to promote long-term self-sufficiency and social integration of all refugees served under the CRS program. The plan shall also provide a detailed description of the Provider's proposed methods for serving refugees and entrants over a large geographical area. The plan shall include the Provider's streamlined and detailed processes for outreach, intake, assessment, case coordination, tracking client (case) progress and follow-up, and the delivery of all services. The CRS Plan shall also outline all the linkages, working agreements, and subcontracts the Provider will incorporate into the integrated service delivery system, including how the Provider shall ensure that clients experience a smooth transition of service delivery between any partner organizations. To whatever extent possible, the Provider shall coordinate and establish a streamlined process to only require one RS determination of eligibility per client, by sharing client information and planning among service providers. The Provider shall ensure that care coordination among program specialists and case managers reduces paperwork, processes, and any potentially conflicting goals for the client. The Provider shall submit the CRS Plan to the Contract Manager for review and approval by the due date outlined in **EXHIBIT C5**. The CRS Plan may be revised without a formal Contract amendment with the written approval of the Department's Contract Manager, or designee, prior to the implementation of the revision.

In the CRS Plan, the Provider shall also include a business case for the provision of each proposed service (e.g. employment, legal, adult education, etc.). The business case shall outline the benefits of the Provider's chosen method for delivering each service while examining the cost-effectiveness and feasibility of each method when compared to other possible methods.

- C-1.3. Quality Management Plan (QMP).** The Provider shall implement a QMP for the CRS integrated service delivery system. The Plan shall include the quality assurance and improvement activities to be conducted by the Provider and any subcontracted organizations, the intervals at which they will be conducted, and the types of data which will be collected, analyzed, and reported. The main goal of the QMP shall be to improve long-term outcomes for refugees within [service area], and the plan shall outline the use of short-term outcomes and outputs to analyze trends and effects. The plan shall also include reporting to the Department on essential performance data and information, as well as any quality improvement activities for each grant reporting period (quadrimester, quarter, and semi-annually). The Provider shall

submit the QMP to the Department's Contract Manager, or designee, for review and approval by the due date outlined in **EXHIBIT C5**. The QMP may be revised without a formal Contract amendment with the written approval of the Department's Contract Manager, or designee, prior to the implementation of the revision.

- C-1.4. Outreach Services.** The Provider shall ensure that a variety of appropriate outreach activities are designed to familiarize potentially eligible individuals with available Contract services, to explain the purpose of these services, and to facilitate access to these services, as well as familiarize clients with available community resources. These activities may include, but are not limited to, the development of brochures, posters, media advertisements, and public announcements regarding meetings, workshops, or training. The Provider shall submit all materials to the Department's Contract Manager, or designee, for review and approval thirty (30) calendar days prior to publication and dissemination.
- C-1.5. Uptake Analysis.** The Provider shall conduct an annual uptake analysis, for prior year arrivals that identifies the number of eligible clients in the county and the number of clients, demographics of unserved employment and adult education clients, and percentage of unserved employment and adult education clients. Additionally, the employment uptake analysis shall also explain any gaps in providing employment services, such as clients who participate in Match Grant activities or receive services through other programs. The uptake analysis shall be submitted to the Contract by the due dates outlined in **EXHIBIT C5**.
- C-1.6. Client Eligibility Determination.** The Provider shall determine refugee/entrant program eligibility based on the individual's immigration status, date of status, and if applicable, country of origin using original immigration documents provided by the individual. The period of eligibility is calculated from the client's date of eligible status in the U.S. (e.g. date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.). A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required to accurately determine eligibility. Immigration documentation used to determine eligibility must be scanned and uploaded to RSDS. The latest RS Eligibility Determination guide is online at link <http://www.myffamilies.com/service-programs/refugee-services/eligibility-guide-refugee-service-providers>.
- C-1.7. Income Eligibility Determination.** The Provider shall determine income eligibility for legal services, child care services, and clients interested in vocational training. The income eligibility determination shall include documentation (signed by the client) in the client's file that the total income calculated for the family does not exceed the 185% of the Federal poverty level income standards. Income eligibility shall be determined at the time of intake and for services occurring after the refugee/entrant has obtained legal permanent resident status. In order to receive child care services, the family income shall be less than or equal to 185% of Federal Poverty Level guidelines at initial determination of eligibility and less than or equal to 200% of Federal Poverty Level guidelines at child care eligibility redetermination.
- C-1.8. Immigration Status Verification.** In the event the Provider elects to use the SAVE/VIS Program, the Provider shall:
- C-1.8.1.** Obtain a written, signed release from each applicant authorizing the release of the DHS data to DCF-ESS Florida, RS, and the Provider.
 - C-1.8.2.** Enter available information necessary to verify the alien applicant's immigration status, including the alien registration number for primary verification and additional information from the immigration documentation for automated secondary verification, complete form G-845, and provide copies of documents and other information as required for manual secondary verification.
 - C-1.8.3.** Provide to RS names, addresses, and contact information of Provider staff using the SAVE/VIS Program.
- C-1.9. Intake.** Upon determination of client eligibility and income eligibility, the Provider shall conduct an intake and initial data collection including, but not limited to, legal name, alien number, country of origin, immigration status, arrival date in the U.S., date of eligible status (e.g. date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.), current county of residence, date of birth, gender, and, if applicable and if available, Social Security Number and port of entry.

The Provider shall conduct an intake on all eligible clients regardless of employment authorization status; whether or not the clients are receiving public benefits.

The Provider shall obtain clients' signatures on the RS approved intake form attesting to the accuracy of information and the acceptance of services. Forms shall be provided to clients in their native language in compliance with the LEP policy.

C-1.9.1. Child Care Services Intake. The Provider shall conduct an intake and initial data collection for child care services including, but not limited to:

C-1.9.1.1. Parent/Guardian: First and last name, immigration status, alien number, social security number (if available but not required), date of entry into the U.S., country of origin, date of birth, gender, marital status, name of referring employment agency, adult educations provider or Matching Grant program, current employment status (full-time, part-time, permanent, temporary, seeking, in-training), and any other relevant demographic information completed within ten (10) days of initial contact. When a child is in a two-parent family, then information required above shall be collected and maintained for both parents.

C-1.9.1.2. Child: First and last name, date of birth, country of birth, gender, immigration status, alien number, date of entry into U.S. (if applicable), social security number (if available but not required), birth certificate (if U.S. citizen), intake date and eligibility redetermination date(s).

C-1.10. Client Release of Information Form. The Provider shall explain to each client for what purpose information is being collected, and to whom the information may be released. The Provider shall obtain the client's initials and signature in the appropriate section(s) of the Client Release of Information Form (**EXHIBIT C3**) and update the applicable release information in RSDS.

C-1.10.1. Social Security Number;

C-1.10.2. DHS SAVE/VIS data;

C-1.10.3. PHI;

C-1.10.4. Financial Information;

C-1.10.5. Employment Outcome Disclosures; and/or

C-1.10.6. Contact Information Disclosures.

In the event a client refuses to sign the Client Release of Information Form, the Provider shall sign and date the appropriate section of the form stating that the Provider has explained the form and its purpose to the client. Any subsequent revisions to the **EXHIBIT C3** may be implemented without the need of a formal Contract amendment.

C-1.11. Refugee Services Assessment and Referrals. The Provider shall complete an approved in-depth assessment to determine the needs of all eligible refugees/entrants resettling in the area and refer clients to services as needed. The Provider shall complete a Client Eligibility Determination, as outlined in Section C-1.6., and Client Release of Information Forms, as outlined in Section C-1.10., for all clients who are assessed. Assessment requirements are as follows:

C-1.11.1. RS Assessment.

C-1.11.1.1. Resettled Clients. For new clients enrolled in the R&P, Matching Grant or CHEP the Provider shall complete the following assessments:

C-1.11.1.1.1. Entry Assessment. The Provider shall complete a face-to-face assessment within five (5) business days of enrollment in the R&P, Matching Grant, or CHEP; and

C-1.11.1.1.2. Exit Assessment. The Provider shall contact the client and complete an assessment within five (5) business days of exit from R&P, Matching Grant Program, or CHEP, and determine service delivery needs and/or necessary referrals to CRS and mainstream programs.

C-1.11.1.2. Walk-in Clients. For new clients who have relocated or migrated to the service area and have not received an assessment through the R&P, Matching Grant, or CHEP programs in the service area, the Provider shall complete and RS Assessment an approved in-depth face-to-face

assessment within five (5) business days of the CRS intake to determine the service delivery needs and situation of the client and the client's family unit, if applicable.

- C-1.11.2. Returning Client Assessment and Referrals.** For clients who have received RS-funded services in the service area, and are returning for additional services, the Provider is not required to complete an RS Assessment and may refer returning clients directly to services as appropriate. However, the provider may choose to complete the RS Assessment for returning vulnerable refugee/entrant clients who have experienced a qualifying event.
- C-1.12. RS Follow-up Assessment.** Using the approved assessment, the Provider shall contact the client to complete a follow-up assessment on all clients who received an RS assessment. The follow-up assessment shall be completed nine (9) months after the Entry or Walk-in Assessment, or at a time period identified by the Department based on Federal reporting requirements.
- C-1.13. CRS Orientation.** The Provider may provide CRS orientation services to all eligible clients who have received an intake regardless of employment authorization status. CRS Orientation services may include, but are not limited to, information on:
- C-1.13.1.1.** Expectations regarding employment and services provided by the employment program, including job development, job referrals;
 - C-1.13.1.2.** Additional services available through the CRS program, including child care, English language training, vocational training, youth services, and legal services;
 - C-1.13.1.3.** Information on the importance of health care, health insurance requirements per the Affordable Care Act, availability of health insurance through the health insurance marketplace, and how to access healthcare through the marketplace; and
 - C-1.13.1.4.** Services that may be available in the community.
 - C-1.13.1.5.** If the Provider deems it necessary, a more in-depth orientation may be offered to refugees and entrants who are within their first 120 days of arrival. Topics may include, but are not limited to, daily living skills, cultural adjustment, public transportation, and money management.
- C-1.14. Case Coordination.** The Provider shall create an integrated and streamlined case coordination system that provides assessment, planning, and coordination of RS with the overall goal of economic self-sufficiency and social integration. Case coordination shall include referrals to outside agencies and access to assistive services, such as transportation and interpretation, when necessary. Case coordination may also include other activities such as counseling clients on how to identify and address physical and mental health needs. Additional case coordination services may be provided in accordance with CFR 400.154 and 400.155, the Department's State Plan, and the CRS Plan.
- C-1.15. Tiered Case Management.** The Provider may deliver Case Management services under one (1) of three (3) tiers based on the outcome of the RS Assessment in response to a vulnerable client's complex needs requiring a greater level of service coordination and intervention. Tiered Case Management services may only be provided to resettled clients and walk-ins as defined in Section A1-2.4. The Case Management tier levels may be billed at 15 minute intervals and are described below.
- C-1.15.1. Tier I.** A level of Case Management intended for clients who understand their need for services, how to access services available to meet those needs, and have no significant barriers to accessing services without assistance. Case Management under Tier I is limited to three (3) case management hours;
 - C-1.15.2. Tier II.** A level of Case Management intended for clients who understand some of their need for services, how to access services available to meet those needs, but have some barriers that inhibit them from accessing services without assistance. Tier II is limited to 10 case management hours; or
 - C-1.15.3. Tier III.** A level of case management intended for clients who have a limited understanding of their need for services, are unaware of available resources to meet those needs, and present multiple and complex barriers that prevent them from accessing services without assistance. Tier III is limited to 50 case management hours.

- C-1.16. Case Management for Returning Clients.** The Provider may deliver Case Management services to returning clients as defined in Section A1-3.6.2, based on the outcome of the RS Assessment tool, in response to a returning clients qualifying event requiring immediate case management to avoid disruption in the resettlement process.
- C-1.17. Emergency Housing Assistance.** The Provider may provide Emergency Housing Assistance to eligible clients who meet the criteria of the approved Emergency Housing Assistance screening tool. The Provider shall utilize the funds as funding of last resort after case managers have determined that voluntary agencies, family members, and/or community funds cannot be accessed. The Provider shall ensure procedures for administering the Emergency Housing Assistance including:
- C-1.17.1. Maximum Timeframes.** The Provider may provide emergency housing assistance payments for no more than a maximum of four (4) months of rent payments excluding arrearages and deposits.
- C-1.17.2. Maximum Benefit Amounts.** The maximum amount of assistance the Provider may provide is \$5,000.00 per family.
- C-1.17.3. Distribution of Assistance.** The Provider shall notify the client of the assistance he/she qualifies for, when the assistance will be distributed and verification of the receipt of the assistance. The Provider shall make payments directly to vendors on behalf of the clients.
- C-1.17.4. Data Entry.** Emergency housing assistance provided to clients shall be maintained in the client file, and recorded in RSDS, as appropriate.
- C-1.18. Employment Services.** The Provider shall develop a method of delivering a comprehensive employment program which shall, at a minimum, include the following components:
- C-1.18.1. Local Job Market Analysis.**
- C-1.18.1.1.** Assess the local job market and develop employment opportunities appropriate to the needs and skills of the target populations.
 - C-1.18.1.2.** Identify and recruit potential employers.
 - C-1.18.1.3.** Develop and maintain an electronic system for recording job openings with identified wages, employers, and job referrals.
 - C-1.18.1.4.** Establish agreements with employers for on-the-job training, group placements, and placements with built-in promotional sequences.
 - C-1.18.1.5.** The Provider shall use the local job market assessment to identify training needs for eligible clients. This information shall be provided to RS in the form of a written narrative report no later than December 31st (refer to **EXHIBIT C5**) of each FFY for the duration of the Contract and shall be presented to the local Refugee Task Force no later than January 31st on an annual basis.
- C-1.18.2. Coordination with WT Program and Local Agreements.** The Provider shall ensure that all WT clients follow the WT Program guidelines in accordance with local agreements:
- C-1.18.2.1.** The Provider or sub-Contractor shall provide items C-1.18.2.2.- C-1.18.2.9. of the following employment services to refugee WT clients referred through the Agency for Workforce Innovation, the ESS Florida offices, or the local Workforce Development Board as defined by local agreement;
 - C-1.18.2.2.** Within one (1) week of receipt of the clients' data, notify clients of intake appointments at specified Provider centers;
 - C-1.18.2.3.** If clients are determined to be ineligible for the refugee WT Program, the Provider or sub-Contractor shall work with the Agency for Workforce Innovation, ESS Florida and the local Workforce Development Board to ensure that clients are properly transferred to the appropriate agency;

- C-1.18.2.4.** The Provider shall conduct employment preparation and orientation classes for clients, assign or refer for work activities as provided in Section 445.024, F.S., provide assistance in obtaining employment and conduct follow-up activities that meet WT Program requirements and RS requirements;
 - C-1.18.2.5.** The Provider shall report clients for non-compliance with WT Program requirements through a system established by local agreement at any time during job search, employment preparation, additional job search, or other assigned work activity;
 - C-1.18.2.6.** The Provider shall assist WT clients to satisfy the work requirements for clients in the WT Program as provided in 45 CFR 261.30 and Section 445.024, F.S;
 - C-1.18.2.7.** The Provider shall ensure that exempt WT clients meet the requirements for exemption from work activities as provided in Sections 445.024 and 414.065, F.S. in accordance with local agreements;
 - C-1.18.2.8.** The Provider shall notify clients in writing that if an individual in a family receiving temporary cash assistance fails to engage in work activities required in accordance with Section 445.024, F.S., that individual shall be subject to the penalties set out in Section 414.065, F.S. In addition, the Provider shall notify the local Workforce Development Board in accordance with local agreements; and
 - C-1.18.2.9.** WT client records shall be maintained in accordance with the requirements of the WT Program.
 - C-1.18.3. Employability Plan.** The Provider shall develop an employability plan using the Employability Plan Form (**EXHIBIT C6**) within 15 calendar days of a new intake and screening. An individualized employability plan, as outlined in 45 CFR §400.79, for each employable person shall be developed jointly by the Provider and client and shall be signed by the Provider and client. The plan should help the provider assess the clients' knowledge, skills and abilities, set forth services intended to result in the earliest and best possible employment placement, and identify specific steps towards achieving the agreed upon career goal(s). At a minimum the employability plan shall include:

 - C-1.18.3.1.** Identification of clients' strengths and barriers;
 - C-1.18.3.2.** Individualized and definite employment goals consistent with the employability of the refugee in relation to their knowledge, skills and/or abilities and job openings in the area;
 - C-1.18.3.3.** Individualized and definite employment goals consistent with the employability of the refugee in relation to their field of study, if receiving education and training services as described in Section C-1.18.8. of this Contract;
 - C-1.18.3.4.** Pre-employment placement service needs;
 - C-1.18.3.5.** Support services and education and training service needs;
 - C-1.18.3.6.** The steps needed to accomplish the individualized employment goals and identify the responsible party in each step;
 - C-1.18.3.7.** Estimated dates for accomplishing goals and date of actual completion; and
 - C-1.18.3.8.** Date(s) the plan was updated and/or revised.
- Any subsequent revisions to the **EXHIBIT C6** may be implemented without the need of a formal Contract amendment with prior Department's Contract Manager approval.
- C-1.18.4. Family Self Sufficiency Plan (FSSP).** The Provider shall develop a FSSP within 15 calendar days of intake for anyone who receives employment services. The plan shall address the employment related needs for each of the employable members in a family for the purpose of enabling the family to achieve economic self-sufficiency through the employment of one (1) or more family members. Each plan shall include the following:

- C-1.18.4.1.** A determination of the total amount of income a particular family would have to earn to achieve economic self-sufficiency;
 - C-1.18.4.2.** A strategy and timetable for attaining that level of family income through the placement in employment of sufficient numbers of employable family members at sufficient wage levels; and
 - C-1.18.4.3.** Employability plans as outlined in 45 CFR §400.79, for every employable family member receiving employment services as a part of the above strategy and timetable and as described in the Employability Plan Form (**EXHIBIT C6**) developed with the client.
- C-1.18.5. Employment Orientation Services.** The Provider shall provide orientation services to all employment clients who have received an intake regardless of employment authorization status. The delivery of Orientation services shall be documented in RSDS. At a minimum, Orientation Services shall include, but is not limited to, information on:
- C-1.18.5.1.** Expectations of the employment program, including requirements to participate in the workforce activities for TANF clients and sanctions to RCA and TANF for not accepting employment that is offered;
 - C-1.18.5.2.** What is expected of employable adults not currently employed;
 - C-1.18.5.3.** Other services available, through refugee Providers, intended to support employment, including child care, English language training and vocational training;
 - C-1.18.5.4.** Services provided by the employment program, including job development, job referrals, CET; and
 - C-1.18.5.5.** Services that may be available in the community.
- C-1.18.6. Pre-Employment Placement Services.** The Provider shall make available pre-employment placement services, delivered either on an individual or group basis. The delivery of pre-employment placement services shall be documented in the employability plan and RSDS. At a minimum, the services shall include, but are not limited to, providing information on:
- C-1.18.6.1. Workplace Readiness.** Employer expectations regarding appropriate attire, demeanor, timeliness, transportation and/or travel, initiative, interpersonal skills, communication skills, other personnel attributes.
 - C-1.18.6.2. Interview Techniques.** Job interview techniques that will promote hiring.
 - C-1.18.6.3. Resume or Application Assistance.** Completing employment applications and developing resumes.
 - C-1.18.6.4. Employer Benefits and Payroll Options.** Common employment practices including but not limited to, money management, payroll deductions, the availability of health insurance and/or retirement benefits, and tax implications of status as an independent Contractor verses employee, etc.
 - C-1.18.6.5. Training Options.** Training options including vocational training, short-term training, and/or English language training.
 - C-1.18.6.6. Career Planning.** Work adjustment and/or career counseling and planning to strategically pursue career goals after first job placement.
- C-1.18.7. CL Services.** The Provider may offer CL services to clients to support employment advancement. CL Services shall include the following components:
- C-1.18.7.1. CL Assessment.** The Provider shall conduct a CL assessment within 15 calendar days of identifying clients as eligible CL clients. Activities shall include:

- C-1.18.7.1.1.** CL orientation, including an explanation of program procedures and expectations for client participation;
- C-1.18.7.1.2.** Assessment of clients' educational level, native language literacy, English literacy, and speaking ability, prior to work experience, and relevant vocational skills; and
- C-1.18.7.1.3.** Collection of supplemental intake information, including such information as educational attainments, locations, diplomas and/or degrees, and work history.

C-1.18.7.2. CL Plan Development. An individualized CL Plan shall be developed, using the Employability Plan Form (**EXHIBIT C6**), jointly by the Provider and clients, concurrent to the CL assessment, and shall be signed by the clients. CL Plan development shall include:

- C-1.18.7.2.1.** Establishment of career goals;
- C-1.18.7.2.2.** Identification of pre-career laddering service needs;
- C-1.18.7.2.3.** A formal delineation of steps to accomplish the career goal which identifies the responsible party for each step;
- C-1.18.7.2.4.** Follow-up information to show clients' progress; and
- C-1.18.7.2.5.** The date clients are eligible for job placement.

C-1.18.8. CET Services. The Provider will coordinate, support and track the provision of CET services. The Provider may offer education, training services to clients to support employment acquisition, retention, and advancement. Training and education services provided must be appropriate to local workforce needs as identified in the local job market survey and may include the following:

C-1.18.8.1. STT. The Provider may provide STT that is expected to develop skills leading to full-time employment. The target population for STT are clients that are experiencing, or those that can reasonably be expected to experience, difficulty in obtaining entry level employment due to lack of work experience or skills combined with limited English. If the Provider chooses to develop STT programs, the Provider shall:

- C-1.18.8.1.1.** Identify jobs requiring limited training that are regularly available in the local community;
- C-1.18.8.1.2.** Obtain prior written approval from the Department's Contract Manager, or designee, for any new short-term training program;
- C-1.18.8.1.3.** Prioritize clients with limited education, skills, and employment experience; and
- C-1.18.8.1.4.** Develop programs that must be completed in less than eight (8) weeks, unless the Provider has received written permission from the Department's Contract Manager, or designee, to extend training.

C-1.18.8.2. OJT. The Provider may enter into OJT agreements only if they are structured to lead to permanent full-time employment in a position, with the employer who is providing the training. OJT is limited to the number of months outlined in the table below based on the hourly wage rate of the position and may be subsidized to up to fifty percent (50%) of the clients' hourly wage rate during the term of the OJT agreement.

OJT Subsidized Wage Scale	
Hourly Wage Rate	Maximum Months of OJT
\$10.00 - \$10.99	50% of the clients' hourly wage rate for up to two (2) months
\$11.00 – \$13.99	50% of the clients' hourly wage rate for up to four (4) months
\$14.00 or higher	50% of the clients' hourly wage rate for up to six (6) months

OJT should focus on clients with skills or experience but who are having difficulty in obtaining employment due to a lack of local work experience and/or are LEP. If the Provider chooses to enter into OJT agreements, the Provider shall:

C-1.18.8.2.1. Develop agreements with employers detailing the payment of subsidized wages, the process for referral of qualified participants, and the responsibilities of prospective employers to train participants and hire qualified participants at the close of the subsidy period;

C-1.18.8.2.2. Ensure that OJT is provided at the employment site; and

C-1.18.8.2.3. Prioritize to make clients with skills or experience who have not been able to obtain or retain full-time employment; Set limitations on participating employers, including standards for declining to continue subsidized employment with employers who fail to hire participants after the period of subsidized wages.

C-1.18.8.3. Vocational Training. The provider may offer clients vocational training that meets the requirements of 45 CFR Section 400.81 and 400.146 to promote employment acquisition, retention, and/or advancement. The Provider shall submit a list of available vocational training programs, which are consistent with local workforce needs and identified in the local job market survey, to the Department's Contract Manager, or designee, for approval within 30 days of Contract execution. If the Provider chooses to assist clients with vocational training, enrollment requirements shall include:

C-1.18.8.3.1. Ensuring all clients meet the program pre-requisites, including English language ability, if required;

C-1.18.8.3.2. Ensuring that vocational training courses are provided to the fullest extent feasible outside of normal working hours;

C-1.18.8.3.3. Ensuring that clients are not enrolled in vocational training that last more than a year or educational programs that are not intended to lead to employment within a year of enrollment;

C-1.18.8.3.4. Obtaining Department Contract Manager's, or designee's, written approval of vocational trainings that had not been identified in the approved list of programs submitted to the Department's Contract Manager, or designee, prior to authorizing payment of the training; and

C-1.18.8.3.5. Ensuring vocational training is concurrent to job placement or employment for individuals receiving TANF and RCA.

C-1.18.9. Recertification/Recredentialing. The Provider may assist clients in skills recertification, including diploma/degree evaluation, translation of documents and other credentialing activities.

C-1.18.10. Job Placement. The Provider shall place clients in jobs that meet the criteria for employment per 45 CFR 400.81. Job placement activities shall include the following components:

C-1.18.10.1. The Provider shall provide referrals to identified jobs which the client is qualified and to the greatest degree possible; the position is related to the client's employment plan;

C-1.18.10.2. The Provider shall assist clients in developing their resumes, completing job applications on paper and on-line, obtain interviews and ensure the client understands when and where the interview will occur;

C-1.18.10.3. The Provider shall emphasize full-time placement jobs which offer health insurance access within six (6) months of employment; and

C-1.18.10.4. The Provider shall complete the Employment and Career Laddering Placement Form (**EXHIBIT C7**) for each job placement and obtain either a copy of a client's most recent check stub or the employer's signature to verify the job placement. A verified job placement or career laddering job placement has been delivered when an eligible client accepts full-time employment as a result of a referral from the Provider.

C-1.18.11. Career Laddering Job Placement. The Provider shall place clients in career field related jobs that meet the criteria for employment per 45 CFR 400.81 and is aligned with the client's CL Assessment and CL plan. Career laddering job placement activities shall include the following components:

C-1.18.11.1. The Provider shall provide referrals to identified jobs for which the client is qualified and to the greatest degree possible; the position is related to the client's employment plan; if the client is a CL client, the provider shall refer clients to jobs in a related field as identified in their CL plan;

C-1.18.11.2. Upon career laddering program completion, the Provider shall assist clients in developing their resumes, completing job applications on paper and on-line, obtain interviews and ensure the client understands when and where the interview will occur;

C-1.18.11.3. The Provider shall emphasize full-time placement jobs which offer health insurance access within six (6) months of employment;

C-1.18.11.4. The Provider shall emphasize full-time career laddering placement jobs, in a related training field (if the client is a CL client or if training was provided); and

C-1.18.11.5. The Provider shall complete the Employment and Career Laddering Placement form (**Exhibit C7**) for each job placement and obtain either a copy of clients' most recent check stub or the employer's signature to verify the career laddering job placement. A verified job placement or career laddering job placement has been delivered when an eligible client accepts full-time employment as a result of a referral from the Provider and upon completion of CL plan and career laddering services provided.

C-1.18.12. Job Placement Follow-up Contact. The Provider shall follow-up with the employer (at least one (1) contact shall be in person) at a minimum of 10 and 90 days after initial (first-recorded) job placement and with clients at a minimum of 10, 30, 60, and 90, days after placement. At the 90-day follow-up, the Provider shall document the current work status, including but not limited to:

C-1.18.12.1. If clients are employed;

C-1.18.12.2. The position held by clients;

C-1.18.12.3. The number of hours that clients are currently working and the wage per hour;

C-1.18.12.4. Whether clients have or will have private health insurance coverage, or when it may be available (i.e., 90, 180 days);

C-1.18.12.5. Employer satisfaction or dissatisfaction with the clients' job performance, the reason for any dissatisfaction and any suggestions for employee improvement;

C-1.18.12.6. Reason(s) for job termination, if the clients are no longer employed;

C-1.18.12.7. Clients satisfaction or dissatisfaction with current employment status, including a review and/or update of the clients' employability plan goals and targets; Case notes should reflect employability plan was reviewed on this date. If applicable, based on clients' individual needs an updated Career Plan page with updated goals, action steps and/or targets should be established, and copy provided to client;

C-1.18.12.8. To verify employment in any position at the 90- day follow up the Provider shall obtain either a copy of the clients' most recent check stub or an employer's signature on the Employment and Career Laddering Placement Form (**EXHIBIT C7**) and maintain a copy of this verification

documentation in the individual clients' case file. The Department reserves the right to verify a clients' employment status via third party verification systems;

- C-1.18.12.9.** For TANF clients, follow-up on employment must adhere to the documentation requirements of the TANF program; and
- C-1.18.12.10.** After a self-placement becomes known, the Provider shall verify the self-placement, based on the clients' self-report, at the time of the ninety (90) day follow up by completing the appropriate sections of the Employment and Career Laddering Placement Form (**EXHIBIT C7**).

C-1.18.13. Verified Job Placement. The Provider shall verify job placements by obtaining a copy of clients' most recent check stub, the employers' signature to verify the job placement, or obtaining verification through a valid employment verification database. The job placement and verification dates must be recorded in RSDS by the date specified for data submission as outlined in Section C-2.5.3. to count as a verified job placement.

C-1.18.14. Self-Placements. After a self-placement becomes known the Provider shall complete the applicable sections of the Employment and Career Laddering Placement Form (**EXHIBIT C7**) for clients who report self-placements to verify the job placement.

C-1.18.15. Self-Employment Assistance. The Provider may assist clients who possess specific marketable talents (e.g. artist, gardener) who are interested in self-employment. The Provider may provide clients with specific information on self-employment management or make arrangements to refer and broker equal access to mainstream programs offering information including, but not limited to, budgeting, legal, tax concerns, and small business incorporation, as well as programs which provide micro-enterprise loans. The Provider may provide assistance up to a maximum dollar amount per client set in the budget. The Provider shall follow up with the client every month for up to six (6) months, and then again at 12 months to assess the client's income compared to the FSSP's required income for household budget needs.

C-1.18.16. RCA Job Search

- C-1.18.16.1.** The Provider shall ensure that the job search commences upon completion of the Employability Plan (**EXHIBIT C6**), but no later than 15 calendar days following intake. Employable RCA clients as defined in 45 CFR 400.71, with an employment authorization document shall participate in Job Search. The DCF ESS office will refer such participants to the Provider for work registration. All referred, employable RCA clients that have registered with the Provider shall be considered active clients or new cases opened.
- C-1.18.16.2.** The Provider shall continue to make employment referrals until RCA clients are placed in unsubsidized employment. All referrals shall be documented in the clients' files and followed up on until client is placed. The Provider shall report all employed RCA clients to the local DCF ESS office or other designated agency within five (5) calendar days of the date of employment.
- C-1.18.16.3.** The Provider shall require that RCA clients comply with the Federal requirements in 45 CFR 400.75.
- C-1.18.16.4.** The Provider shall abide by the Federal guidance spelled out in 45 CFR 400.82 regarding RCA clients' failure or refusal to accept employability services or employment. The Provider shall inform the local DCF ESS office or other designated agency within five (5) business days of any RCA client who fails or refuses to participate in the required services or to accept an offer of employment.
- C-1.18.16.5.** The Provider shall make available to clients the written policies of the RCA program in accordance with 45 CFR 400.55.

Any subsequent revision to the **EXHIBIT C6** may be implemented without the need of a formal Contract amendment, with prior written approval from the Department's Contract Manager, or designee.

C-1.18.17. Survey Local Job Market. The Provider shall analyze the local job market to determine the occupations available in the community relevant to the skills and abilities of the arriving population, develop a list of major employers and significant employers of refugees, identify prevailing wages, and maintain a record of all job development activities. The Provider shall use the local job market survey to identify training needs for eligible clients. This information shall be provided to RS in the form of a written narrative report by the due dates outlined in **EXHIBIT C5** and be presented to the local Refugee Task Force by the due dates outlined in **EXHIBIT C5**.

C-1.19. Adult Education (AE) Services. The Provider shall develop a method of delivering AE Services to appropriate clients. AE services shall include the following minimum components:

C-1.19.1. Pre-Test Standardized Assessment. The Provider shall conduct an evaluation of the client's English language ability and/or educational level using standardized assessment instruments administered as a pre-test and maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. For vouchered clients, the Provider is not responsible for conducting an evaluation of the client's English language ability and/or educational level themselves but shall maintain verifiable assessment information and the applicable pre-test score(s), sufficient to document the client's initial education level. The date of the pre-test assessment cannot precede the client intake date.

C-1.19.2. Enrollments. The Provider shall enroll clients in the appropriate education program based on the client's educational needs. The Provider may provide the following:

C-1.19.2.1. English Language Enrollment. The Provider shall enroll clients in the appropriate level of ELI based on the client's performance on standardized assessment instruments. The Provider shall offer ELI enrollments into courses including, but not limited to:

C-1.19.2.1.1. English for Speakers of Other Languages (ESOL); and

C-1.19.2.1.2. English Literacy for Career and Technical Education (ELCATE).

C-1.19.2.2. High School Equivalency Diploma Program.

C-1.19.2.3. Citizenship Preparation Courses.

C-1.19.2.4. ABE Courses.

C-1.19.2.5. Vouchers. The Provider may distribute vouchers to eligible clients for the clients to enroll in appropriate ELI courses.

C-1.19.3. Refugee-Specific Instructional Services. If the course offerings in the mainstream classes are not appropriate for the needs of the refugee population in the community, the Provider may provide refugee-specific classes. The Provider shall determine the number of staff and refugee-specific instructional hours necessary for each ELI course. If refugee-specific classes are offered, the Provider shall submit a report by the due dates outlined in **EXHIBIT C5** to the Department's Contract Manager, or designee, outlining the following:

C-1.19.3.1. Types of ELI Courses that will be offered;

C-1.19.3.2. Number of enrolled students in each course;

C-1.19.3.3. Number of staff required to instruct each course;

C-1.19.3.4. Total anticipated refugee-specific instructional hours; and

C-1.19.3.5. Class Schedule.

C-1.19.4. Post-Test Standardized Assessment. The Provider shall assess progression of clients at the completion of each course utilizing standardized assessment instruments. The Provider shall document in the client file and in RSDS the attainment of LCPs, or documented progress, along with applicable post test scores obtained using standardized assessment instruments during the assessments. Post test scores may be used for placement in subsequent educational courses.

C-1.19.5. Guidance and Retention. The Provider may deliver guidance and retention services designed to assist the client's progression and retention in the program(s) in which they are enrolled. This may include, but is not limited to, course advising, attendance tracking and guidance, support service needs identification and referrals, follow-up on recommendations and outcomes of testing, and the value of enrollment in at least one (1) or more courses over consecutive terms.

C-1.20. Legal Services. The Provider shall develop a method of delivering legal services, at a minimum, include the following components:

C-1.20.1. Prepare, file, and follow through on applications for immigration and related actions through the appropriate authority. Individuals must already have an eligible status to receive legal services – they cannot be made eligible for service by filing a case to change their immigration status. A staff attorney or a Department of Justice, OLAP accredited representative shall review all documentation prepared for clients. The following types of cases may be filed on behalf of the client:

C-1.20.1.1. Core Services

- C-1.20.1.1.1.** Residency (I-485) filed with DHS;
- C-1.20.1.1.2.** Residency (I-485) filed with DOJ;
- C-1.20.1.1.3.** Naturalization (N-400);
- C-1.20.1.1.4.** Asylum (I-589) Filed with DHS (Cubans and Haitians only);
- C-1.20.1.1.5.** Asylum (I-589) Filed with DOJ (Cubans and Haitians only);
- C-1.20.1.1.6.** Motion to Terminate;
- C-1.20.1.1.7.** Disability Waiver (N-648);
- C-1.20.1.1.8.** Initial (1st) Work Permit (I-765); filed < 10 months from DOE
- C-1.20.1.1.9.** Motion to Change Venue;
- C-1.20.1.1.10.** Motion to Continue; and
- C-1.20.1.1.11.** Fee Waiver Request.

C-1.20.1.2. Non-Core Services

- C-1.20.1.2.1.** Work Permits (I-765); filed > 10 months from DOE
- C-1.20.1.2.2.** Parole Renewals;
- C-1.20.1.2.3.** Request for Parole (I-94);
- C-1.20.1.2.4.** Replace/Correct LPR Card (I-90);
- C-1.20.1.2.5.** Special Immigrant Petition (I-360);
- C-1.20.1.2.6.** Motion to Reopen/Reconsider;
- C-1.20.1.2.7.** Residency Waiver (I-601) Filed with DHS;
- C-1.20.1.2.8.** Residency Waiver (I-602) Filed with DHS;
- C-1.20.1.2.9.** Freedom of Information Act request;
- C-1.20.1.2.10.** Request for Evidence (RFE); and
- C-1.20.1.2.11.** Other cases/filings as approved by RS.

C-1.20.2. The Provider shall document the application process from acceptance through resolution and keep the client informed of relevant events during the application process.

- C-1.20.3.** The Department, through its authorized representative, may issue written blanket approvals for services that would otherwise require redundant requests for the same service or purpose. Blanket approvals will be considered when unique circumstances arise in the geographic service area or Statewide that elicit a RS Program response for services that, although fall under the Program, are not outlined in C-1.20.1.
- C-1.20.4. Resolution Data Entry.** The Provider shall determine the outcome of each individual service filing on behalf of a client and shall record the status in the RSDS within 30 days of verbal or written notification of resolution. The Provider shall record the resolution date in the RSDS for positive and negative resolutions.
- C-1.20.5. Service Documentation Review.** The attorney, Department of Justice, OLAP accredited representative, and/or attorney-supervised paralegal shall conduct periodic reviews of filings to ensure that work meets both professional standards and Contract requirements.
- C-1.20.6. Document Retention.** In each client file, the Provider shall maintain copies of all eligibility and service documents (e.g. applications, motions, USCIS Forms, etc.) prepared under this Contract. Records and documentation retention requirements are detailed in the Standard Contract, Section 5.1.
- C-1.21. Youth Services.** The Provider may develop a method of delivering a comprehensive program to address the educational, language, and employment needs for eligible individuals who may be at risk of dropping out of high school, not meeting high school graduation requirements, or need alternatives to a traditional high school education, with an overall goal of employment and integration. Activities may include but are not limited to: case coordination, vouchers for tutoring and homework assistance, and referrals. The program shall include the following minimum components:

 - C-1.21.1. Youth Eligibility Assessment.** The Provider shall use the Refugee Youth Program Eligibility Assessment form to complete an initial assessment to determine which refugee youth are most in need of Youth Services. The youth must meet at least one of the eligibility criteria outlined in the assessment to be enrolled into the youth services program. During the eligibility assessment the Provider shall outline the educational and career options available through the Provider and community agencies.
 - C-1.21.2. YDP.** The Provider shall work in conjunction with refugee youth clients to complete a Department approved individualized YDP form. The plan shall identify at least one (1) of the service pathways in Section C-1.21.8. The YDP must include short-term and long-term goals, quarterly benchmarks to measure progression towards the goals, and specific target dates for meeting the benchmarks and goals.
 - C-1.21.3. YDP Review.** The Provider shall conduct monthly reviews that gauge the progress of youth receiving services. YDP reviews may measure factors such as academic advancement, advancement toward career goals, employment status, English levels, integration, and self-sufficiency. The Provider shall track attendance and achievements in tutoring services, referrals, vocational training and/or employment activities. The Provider shall follow-up with youth clients to ensure that they are advancing in their YDP and meeting their goals.
 - C-1.21.4. Academic Assessment.** The Provider shall utilize a Department approved academic assessment for youth clients interested in tutoring services. The results of the academic assessment shall be analyzed to determine the level and duration of tutoring needed to accomplish the client's goals. If the same academic assessment is administered by local school personnel, the Provider may use those results to determine academic need. The Provider shall ensure an academic assessment is completed prior to beginning tutoring services, and subsequent assessments completed every three months after the client has started tutoring services until service completion.
 - C-1.21.5. Final Youth Assessment.** Upon termination of client services, the Provider shall complete the Department approved YDP Review/Follow-up form to conduct a final assessment, to evaluate the youth's achievement of programmatic goals, overall level of self-sufficiency, and integration.
 - C-1.21.6. Long-Term Youth Assessments.** The Provider shall develop and complete a long-term assessment to determine the success of the program and its impact on the youth. The assessment shall include, but may not be limited to, long-term factors such as self-sufficiency, integration, employment stability, educational success, or any other relevant long-term goal. Upon six (6) months of completion of the final assessment, the

Provider shall conduct the long-term assessment which shall be conducted every six (6) months, up to three (3) years or when the client's long-term goal has been met.

C-1.21.7. Tutoring Vouchers. The Provider shall establish a vouchering system with community partners, private tutors or tutoring companies that includes negotiating costs, determining payment system, validating service delivery, and maintaining follow-up with the entity to ensure services are delivered. Prior to issuing tutoring vouchers to a client, the Provider shall ensure an academic assessment is completed to determine the level and duration of tutoring services necessary to meet the client's academic benchmarks. The Provider shall re-assess clients using an academic assessment by the end of each subsequent quarter that the client is receiving tutoring vouchers. Tutoring to high school students shall only be provided for core academic courses, which include English, Mathematics, Science, or Social Studies. Tutoring may include homework assistance, test prep, and individual or group tutoring. If youth qualify for other services in the community (i.e. free tutoring, free homework assistance, etc.), a voucher shall not be issued for payment of those services. When possible, the Provider shall use free or reduced-cost services to conserve Contract funds. The Provider shall be responsible for distributing and paying for tutoring vouchers.

C-1.21.8. Service Pathways. The Provider shall facilitate and guide a refugee youth through two (2) possible service pathways depending on the needs and goals of the client. The Provider shall work collaboratively with the client to develop a YDP that outlines the client's short-term and long-term goals and puts that client on the appropriate service pathway. Pathways are described below:

C-1.21.8.1. Academic Pathway. The goal of the academic pathway shall be graduating high school or obtaining a GED. Tutoring to high school students shall only be provided for core academic courses, which include English, Mathematics, Science, or Social Studies. The Provider shall ensure an academic assessment is completed to determine the level and duration of academic services necessary to meet the client's academic benchmarks. The Provider shall re-assess clients using an academic assessment by the end of each subsequent quarter that the client is receiving academic services. Potential case management tasks involved in this service pathway include, but are not limited to, conducting an academic assessment, tutoring services, testing to measure student progress, conduct monthly YDP review.

C-1.21.8.2. Career Pathway. The goal of the Career Pathway shall be to develop a plan for the client that will guide them through the steps necessary to be employed in their chosen career field and/or completion of vocational studies leading to employment through coordination with the local RS-funded employment provider. Prior to referring clients for vocational training, the Provider shall assess whether the client has met the enrollment requirements for the program. The Provider shall ensure that youth receive pre-employment training related to employment practices in the U.S., work culture, job expectations, how to deposit a check, sexual harassment in the workplace, resume building, appropriate attire, overtime compensation laws, and/or mock interviews. Job placements must be aligned with the career goals outlined in the client's youth development plan.

C-1.21.9. Youth Analysis Report. The Provider shall submit a narrative youth analysis report that analyses client outputs and outcomes as a result of services provided. The report shall include components that evaluate the interventions from the Provider and their impact on the success of the clients. The report shall include:

C-1.21.9.1. The demographics of clients in each pathway, including a client profile of successful and unsuccessful clients;

C-1.21.9.2. An analysis of the ESOL level of clients in each pathway; and

C-1.21.9.3. The outputs and outcomes resulting from program interventions.

The Youth Analysis report shall be submitted to the Department's Contract Manager, or designee, for review and approval by the due dates outlined in **EXHIBIT C5**.

- C-1.22. Mentoring Services Administration.** The Provider shall conduct start-up activities including providing administrative activities to facilitate the start-up of Mentoring Services in [service area]. Start-up activities shall be completed by March 31, 2020, and include but are not limited to, the recruitment, screening, hiring, and training of staff and/or volunteers, establishing partnerships or other agreements, developing curriculum, assessments and/or mentoring materials as needed. Supporting documentation of administrative start-up activities shall include at a minimum:
- C-1.22.1.** A copy of all agreements, such as the rental or use of space agreement (if applicable), and partnership or agreements for the purposes of mentoring services, as applicable;
 - C-1.22.2.** Staff recruitment materials, copy of offer letter or other proof of hire for at least one new staff with an effective start date between October 1, 2019 and December 31, 2019, and documentation of training completion;
 - C-1.22.3.** Volunteer Mentor recruitment materials, copy of mentoring agreement or other proof of onboarding for mentors with an effective start date no later than March 31, 2020, and documentation of training completion; and
 - C-1.22.4.** Mentoring materials, including but not limited to Statement(s) of Understanding and/or agreement(s) with Adult Education and Employment Provider(s) in area.
- C-1.23. Mentoring Services.** The Provider may provide Mentoring Services to clients between the ages of 15 and 24. Mentoring Services shall include but are not limited to the recruitment and training of mentors (including required background checks), pairing youth with qualified Mentor to assist refugees in developing social and life skills, financial and health literacy, learning American culture while maintaining their own cultural heritage, and providing opportunities for social engagement with peers. The Provider shall also provide a structured process to establish and track individual mentoring goals to support employment, educational and vocational development, and integration into the client's local community. Mentoring Services shall be outlined in the CRS Plan and reviewed by the Department prior to implementation under this Contract.
- C-1.24. Child Care Services.** The Provider may provide RS subsidized child care services as a funding of last resort. Eligible refugee/entrant clients must have a referral from a RS employment, RS adult education, or Matching Grant program. If child care services are offered the Provider shall ensure that appropriate quality and cost-effective care options are made available for RS child care services. A client must be determined ineligible for all other child care funding sources or be on a waiting list before accessing RS child care. To receive child care services, family income must be less than or equal to 185% of Federal Poverty Level guidelines at initial determination of eligibility and less than or equal to 200% of Federal Poverty Level guidelines at eligibility redetermination. Child Care services shall include the following activities:
- C-1.24.1. Child Care Client Eligibility Determination.** The Provider shall complete an initial determination for each child using the **EXHIBIT C9 – Child Care Intake and Tracking Form**, or a tracking form that contains all of the information listed in **EXHIBIT C9** and approved by the Department's Contract Manager, or designee, to document:
 - C-1.24.1.1.** Immigration status and time in country;
 - C-1.24.1.2.** Participation in an allowable employability service;
 - C-1.24.1.3.** Target date;
 - C-1.24.1.4.** Enrollment date;
 - C-1.24.1.5.** Income;
 - C-1.24.1.6.** Family size;
 - C-1.24.1.7.** Age of child(ren);
 - C-1.24.1.8.** Placement in the appropriate child care funding source;
 - C-1.24.1.9.** Acceptance for child care service; and
 - C-1.24.1.10.** Placement of a child(ren) on a wait list, if necessary.

- C-1.24.2. Enrollment.** The Provider shall enroll children of eligible clients into child care services with 30 days of the target date for enrollment set at initial determination. Enrollment information shall be maintained in the client file and recorded in RSDS as appropriate.
- C-1.24.3. Priority List.** The Provider shall maintain a priority list of refugees/entrants in need of RS child. After client eligibility has been determined, the following priorities shall apply to clients eligible to receive child care services:
- C-1.24.3.1. First Priority.** Refugees/Entrants who are employed as a result of a placement by a RS employment Provider or a Matching Grant program and require subsidized child care to remain employed.
 - C-1.24.3.2. Second Priority.** Refugees/Entrants who are currently enrolled full-time in AE classes.
 - C-1.24.3.3. Third Priority.** Refugees/Entrants who are currently enrolled part-time in AE classes or are only enrolled in ESOL.
 - C-1.24.3.4. Fourth Priority.** Refugees/Entrants who are seeking employment and enrolled with a RS employment Provider or a Matching Grant program.

If more than one (1) client has been assigned the same priority level, preference shall be given to the refugees/entrants with the shortest length of time in the country.

- C-1.24.4. Tracking System.** The Provider shall maintain a tracking system for determining the anticipated ending date for services for each child in RS child care.
- C-1.24.5. Mainstream Child Care Determinations.** The Provider shall assist the parent(s) in determining eligibility for and notification of other subsidized child care programs that could possibly be utilized for child care services three (3) months prior to the termination date of each child.
- C-1.24.6. Eligibility Redeterminations.** The Provider shall complete a redetermination of client eligibility for each child at six (6) month intervals from the enrollment date using the Child Care Intake and Tracking Form (**EXHIBIT C9**) or a tracking form that contains all of the information listed in **EXHIBIT C9** that has been pre-approved by the Department's Contract Manager, or designee,. The Provider shall complete the redeterminations at the sixth (6th) month for each child who receives RS child care services. The following information shall be documented:
- C-1.24.6.1.** Verification of employment if referred by a Matching Grant program or RS employment program; or
 - C-1.24.6.2.** Verification of continued participation in AE if referred by an RS AE program;
 - C-1.24.6.3.** Income verification;
 - C-1.24.6.4.** Age of child(ren);
 - C-1.24.6.5.** Eligibility for other funded child care services; and
 - C-1.24.6.6.** Priority list determination.

Upon completion of redetermination, should a client no longer be eligible for services, the Provider shall assist clients in determining eligibility for and notification of other subsidized child care programs that could possibly be utilized. The Provider may continue to provide services for a period not to exceed 60 consecutive calendar days from the completion of the eligibility redetermination in which the client was determined to be ineligible, EXCEPT in the case where a client has been determined ineligible due to the referring source terminating the client for services due to non-participation. In cases where clients have been determined ineligible due to the referring source terminating the client for services due to non-participation, the Provider may continue to provide services for a period not to exceed 10 consecutive calendar days from the completion of the eligibility redetermination. Eligibility redetermination information shall be maintained in the client file and recorded in RSDS as appropriate.

C-1.24.7. Wait List. The Provider shall notify RS, in writing, 30 days prior to establishing a waiting list, when the Provider determines the need to maintain a waiting list of refugees/entrants in need of RS child care services.

C-1.24.8. Gold Seal Requirements.

C-1.24.8.1. Prior to enrollment, the Provider shall describe to the parent the advantages of having a child enrolled in an accredited child care facility.

C-1.24.8.2. The Provider shall identify the Gold Seal facilities located nearest to the parent's residence or place of employment or AE site.

C-1.24.8.3. Gold Seal information shall be maintained in the client file and recorded in RSDS, as appropriate.

C-1.25. Additional Services. The Provider may provide additional services allowed under State and Federal laws and regulations, namely 45 CFR Parts 400.154 and 400.155, or State Grant Awards. Any such service shall be provided as agreed to in the CRS Plan. These services must contribute to the integration and self-sufficiency outcomes of refugees, and may include, but are not limited to translation services, interpreter services, transportation assistance, and emergency client assistance.

C-1.26. Case Notes. The Provider shall maintain electronic or hard-copy readable case narrative information, in chronological format, recording critical contact with the client (case notes are optional for legal services). Information documented should clearly describe status of the services being provided and what is happening with the client including what specific services and/or activities are being performed by the provider to assist the client in achieving the employability plan goals. The Provider shall contact clients on a monthly basis regarding referrals, placements, problem resolution and progress made on the employability plan tasks and goals. Contact shall be documented in the case notes and, at a minimum, shall include:

C-1.26.1. The purpose for the client contact(s);

C-1.26.2. Employment status of the client(s) at time of contact;

C-1.26.3. Employment Authorization status update at time of contact;

C-1.26.4. Whether the client(s) are employed in the same job, working the same number of hours, receiving the same rate of pay, receiving health benefits, etc. or any changes reported;

C-1.26.5. Clients progress, including any problems identified by the client(s) and employer(s);

C-1.26.6. How problems/barriers identified were addressed by the Provider;

C-1.26.7. Detailed reasons for any changes in employment, whether clients were terminated from employment, whether work hours have been reduced, or whether clients voluntarily left employment, details as to why this occurred and what measures were taken to resolve problems and/or what attempts were made to find alternative employment;

C-1.26.8. Detailed list and/or information on employment/job referrals provided until RCA client(s) are placed in unsubsidized employment;

C-1.26.9. Detailed information on service activities and planned future activities with dates of service delivery;

C-1.26.10. Outcome of job interviews (name of business, date and time of interview, position applying for) and referrals to other service providers;

C-1.26.11. If applicable, documentation of employment notification sent to DCF-ESS office or other designated agency within five (5) business days of any RCA client who is placed in unsubsidized employment;

C-1.26.12. If applicable, documentation of sanction notification sent to DCF-ESS office or other designated agency within five (5) business days of any RCA client who fails or refuses to participate in the required services or to accept an offer of employment; and

- C-1.26.13.** Closing entries that provide a summation of the clients' overall status and addresses the needs and barriers identified in the clients' individual employability plan and are aligned with documentation in the Termination of Client Services form (**EXHIBIT C8**).
- C-1.27. Transportation.** The Provider may provide transportation assistance to clients when necessary for participation in CRS activities including, but not limited to employability training or the acceptance or retention of employment, adult education participation, limited by the Provider's line item budget, which identifies vehicle usage to clients and/or fare passes on public transportation systems. If the provider issues bus passes, the Provider shall ensure clients receive bus passes within five (5) calendar days of the first day of the month or earlier. If issuing transportation passes, the Provider shall maintain a tracking log and supporting documentation of the purchase and issuance of cards to eligible clients. Delivery of transportation services to clients shall be documented in RSDS.
- C-1.28. Information and Referral Services.** The Provider shall be familiar with community resources and, in particular, services provided to refugees/entrants and shall have established links with other local service providers to ensure that the supportive service needs of refugees/entrants can be met. The Provider shall refer refugees/entrants to these services as needs are identified. Assistance may be provided telephonically or on a walk-in basis with no formal refugee eligibility determination required. Assistance may include but is not limited to information and/or referrals for, application for benefits through the DCF-ESS, food banks, emergency assistance agencies, Federally qualified health centers, mental health counseling, subsidized or income-sensitive housing, county health departments, KidCare, social security administration, transportation options, and other resources that would benefit the target population. For clients enrolled in CRS the Provider shall maintain in the CRS individual/family client file clear documentation of all referrals made for the client/family that reflects the referral type(s), provider(s) referred to, referral date(s), and referral reason(s).
- C-1.29. Refugee Integration and Self Sufficiency Annual Survey.** The Provider shall conduct a survey of clients who have been in the U.S. for at least one (1) year. The goal of the survey is to assist the RS Program in assessing the degree to which refugee clients have integrated and/or achieved self-sufficiency since arriving in the U.S. Surveys may be completed in person or telephonically during routine Contract or client activities including but not limited to client appointments, intakes, assessments, follow-ups, plan reviews, etc. The Department will provide a list of clients from which the Provider will randomly select clients to survey. Prior to surveying, the Provider shall verify that the client is on the list provided by the Department, offer an assurance that responses cannot be linked back to the client, explain the goal/purpose of the survey and indicate that the survey is voluntary. The number of surveys to be completed by the Provider, the survey tool, and the method that will be used for data collection shall be provided by the Department's Contract Manager, or designee, prior to implementation. Clients under the age of 18 shall not be administered a survey.
- C-1.30. Data Security and Access Request Forms.** The Provider shall ensure that its staff whose duties require them to access client information through the RSDS must complete the following annually:
- C-1.30.1.** DCF Security Agreement (form CF 0114, which is available from the Department's Contract Manager);
 - C-1.30.2.** DCF Security Awareness Training, as specified in Section 5.5.2 of the Standard Contract; and
 - C-1.30.3.** RSDS Security Access Request Form (**EXHIBIT C4**).
- Any subsequent revisions to the **EXHIBIT C4** may be implemented without the need of a formal Contract amendment.
- C-1.31. Electronic Data.** The Provider shall use the RSDS application to submit electronic data with the required data elements as specified in the RSDS Application User Guide or any subsequent revisions to this guide without the requirement of a Contract amendment. The Provider shall submit electronic data via direct entry into RSDS or via batch interface, as required by RS.
- C-1.32. LEP Policy.** The Provider shall serve LEP populations in compliance with the requirements of Title VI of the Civil Rights Act of 1964. The Provider shall develop and submit for approval, a comprehensive written policy on language access for LEP persons that:
- C-1.32.1.** Identifies the language(s) likely to be encountered while providing contracted services;
 - C-1.32.2.** Estimates the number of eligible people likely to be affected by the need for language interpretation assistance;

- C-1.32.3.** Establishes an in-house point of contact who is competent to provide language interpretation services or competent to provide document translation assistance for written documents;
- C-1.32.4.** Identifies a process by which language interpretation services not available on-site shall be provided to LEP persons;
- C-1.32.5.** Establishes a process by which routine written materials, vital documents, required program forms or other informative documents shall be made available in languages sufficient to meet the demands of LEP persons;
- C-1.32.6.** Addresses how notices of LEP persons' rights shall be conveyed in the LEP persons' native languages, and where such notices shall be placed in the place of business;
- C-1.32.7.** Identifies how the service Provider shall inform and train staff; and identify the frequency of staff training;
- C-1.32.8.** Informs the funding organization how the service Provider shall monitor its progress in ensuring that the requirements for providing language access for LEP persons is met; and
- C-1.32.9.** The level and depth of compliance a service Provider must meet in order to comply with requirements of Title VI of the Civil Rights Act of 1964 can be determined by using the compliance requirement criteria below. If the refugee/entrant population to be served:
 - C-1.32.9.1.** Is 10% of the eligible population or 3,000 (whichever is less), the service Provider shall provide translated written documents, including vital documents for the group.
 - C-1.32.9.2.** Is 5% of the eligible population or 1,000 (whichever is less), the service Provider, at a minimum, shall translate vital documents, while other document translations can be oral.
 - C-1.32.9.3.** Is fewer than 100 persons, the service Provider is not required to translate written materials, but shall provide a written notice in the primary language of the LEP group of the right to receive translation of written materials.

The Provider shall submit a LEP plan for compliance to RS within 60 days following the Contract effective date and submit the LEP Policy Questionnaire annually thereafter. Failure to comply with this requirement may place the Provider in Breach of Contract and the Provider may be penalized as provided in Section 6.1. of the Standard Contract.

- C-1.33. CRS Quarterly Review.** The Provider shall participate in quarterly meetings with the Department to review Contract performance and discuss the Provider's progression towards meeting Contractual goals. The CRS Quarterly Review agenda may include, but is not limited to, reviewing deliverables, minimums, performance data, costs associated with providing services, arrival and intake data, and any programmatic/administrative concerns. The dates of the meetings shall be negotiated with the Department and included in the CRS plan.
- C-1.34. Termination of Client Services.** The Provider shall terminate a client's case for the following reasons:
 - C-1.34.1.** Client completion of all objectives and no longer in need of services;
 - C-1.34.2.** Client no longer meets eligibility criteria for the program;
 - C-1.34.3.** Written or verbal notification by the client of withdrawal from the program;
 - C-1.34.4.** Client relocation out of the service area;
 - C-1.34.5.** Non-participation of the client; the client has not participated in service for 30 days or as appropriate for the particular service, as described below:
 - C-1.34.5.1.** For legal services, non-participation is two (2) years;
 - C-1.34.5.2.** For Child Care Services, non-participation is one (1) calendar year;
 - C-1.34.5.3.** For Adult Education Services, non-participation is 12 consecutive months;
 - C-1.34.6.** Unsuccessful closure; client participated but objectives not achieved; or
 - C-1.34.7.** Death of the client.

- C-1.35. Client Case File.** For each client served, the Provider shall maintain an electronic or hard-copy case file that includes a detailed chronological account of service delivery including, but not limited to, the following:
- C-1.35.1.** Eligibility documentation, including a legible copy of the front and back (if applicable) of immigration documentation;
 - C-1.35.2.** Intake information;
 - C-1.35.3.** Client Release of Information Form;
 - C-1.35.4.** Case notes; if applicable, including face-to-face contact, client activities, status in achieving goals, any changes in client or family situation, or any other issues that assist or hinder client progression;
 - C-1.35.5.** Referral information;
 - C-1.35.6.** Termination of client services documentation (completion of **EXHIBIT C8** for employment clients if closed);
 - C-1.35.7.** Client Assessment(s);
 - C-1.35.8.** Employment Services documentation (e.g. employability plan, FSSP, information on clients' educational attainments, job referrals, follow-up documentation, CET activities, CL activities, documentation of recertification/re-credentialing services, orientation sessions, or other activities);
 - C-1.35.9.** AE Services documentation (e.g. information on course enrollment, assessment of English language ability, client progression assessment, course completion, or other activities);
 - C-1.35.10.** Legal services documentation (e.g. income eligibility determination, copies of applications and documents prepared with DHS or DOJ, documentation of blanket approval, signed retainer agreement, responses from DHS or DOJ, documentation of service unit resolution, or other activities);
 - C-1.35.11.** Youth Services documentation, if applicable (e.g. all assessment documentation, YDP, YDP review documentation, and voucher documentation);
 - C-1.35.12.** Child Care Services documentation, if applicable (e.g. initial determination documentation, redetermination information, child care intake and services tracking form, RS approved child care referral form);
 - C-1.35.13.** Tiered Case Management Services documentation, if applicable (e.g. RS Assessment(s), follow-up assessment, case notes, referral documentation); and
 - C-1.35.14.** Documentation of additional services provided, such as mentoring services, emergency client assistance, translation and/or interpretation services.
- C-1.36. Task Limits.**
- C-1.36.1.** The Provider shall not make stipend payments to a client under the terms of this Contract.
 - C-1.36.2.** The Provider shall not perform any tasks related to the program, other than those described in this Contract, without the express written consent of the Department.
 - C-1.36.3.** The Provider shall not deny any services under this Contract to any individual due to an individual refusing to provide his or her social security number.
 - C-1.36.4.** Not-for-profit entities are not required to verify eligibility through the SAVE/VIS Program. Client documentation that provides proof of eligibility in accordance with RS guidelines is sufficient to provide services.
 - C-1.36.5.** The Provider is prohibited from filing an application to make the person eligible for services under this Contract. A client must already have an eligible immigration status or classification at the point of intake to establish service eligibility.
 - C-1.36.6.** Tiered Case Management services for Returning Clients shall be limited by the Provider's line item budget for that service and as outlined in C-1.16.

- C-1.36.7.** Payment for vocational training under this Contract is limited to programs that are intended to be completed in 12 months or less, and are sufficient to obtain employment, as Stated in 45 CFR Part 400.146. The maximum number of vocational enrollment hours an eligible student can take shall not exceed 1,400 hours. This is a lifetime limit for each student.
- C-1.36.8.** Training programs that exceed \$3,000.00 total tuition shall have prior written approval from the Department's Contract Manager, or designee.
- C-1.36.9.** Payment for OJT under this Contract is limited to those OJT agreements which are structured to lead to permanent full-time employment in a position paying at least the hourly wage rate outlined in the OJT Subsidized Wage Scale in Section C-1.18.8.2., with the employer who is providing the training. OJT is limited and may be subsidized up to fifty percent (50%) of the clients' hourly wage rate during the term of the OJT agreement based on the number of months outlined in the OJT Subsidized Wage Scale in Section C-1.18.8.2. Contract funds shall not be used by the Provider to pay any service application fees due to a Federal entity or to pay any court fees that are required to be paid by the client.
- C-1.36.10.** No civil litigation/representation against the Federal, State or Local government shall be provided for matters other than immigration and immigration-related issues.
- C-1.36.11.** Expiration of the Contract period does not close legal services cases. All pending legal services not resolved within this Contract term shall be carried over into the next Contract term or referred to another provider.
- C-1.36.12.** Clients are limited to three (3) enrollments in a particular level or course in an attempt to achieve documented progress. If the client is unsuccessful in achieving documented progress in said level or course after three (3) attempts, the Provider shall refer the client to other funding sources/programs that are more suited to meet the client's needs.
- C-1.36.13.** Course offerings under this Contract are limited to those that are within the frameworks developed by the DOE or those approved in writing by the Department's Contract Manager, or designee no fewer than 30 calendar days prior to implementation.
- C-1.36.14.** The Provider shall document client progression assessment information using those standardized testing instruments identified in Rules 6A-6.014(4), 6A-6.014(5), and 6A-10.040, F.A.C. or DOE-issued document that supersedes these F.A.C. and any subsequent revisions thereto.
- C-1.36.15.** The Provider shall not be reimbursed or paid under this Contract for individuals enrolled in Adult Education who are also enrolled in a K-12th grade public school program.
- C-1.36.16.** Rates paid to child care providers may not exceed the rates paid by the local Early Learning Coalition.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

- C-2.1.1.** The Provider shall ensure adequate program staffing for technical, administrative, and clerical support. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its Contractual responsibilities. The Provider shall notify the Department's Contract Manager, or designee, in writing, within 14 calendar days following the loss of a staff member funded by this Contract in part or in whole.
- C-2.1.2.** The staffing levels are contained in the Project Budget Summary and shall be sustained throughout the Contract period. In the event the Department determines that the Provider's staffing levels do not conform to those set forth in the project budget summary, it will advise the Provider in writing, and the Provider shall have 30 calendar days to remedy the identified staffing deficiencies.
- C-2.1.3.** The Provider may make staffing changes for those positions funded either in whole or in part with funds from this Contract. The Department's Contract Manager, or designee, must be notified in writing when a change of incumbent staff occurs. Such written notification shall include the candidate's name, position title, starting date, recommended salary (not to exceed the amount associated with the position as referenced in the Project Budget

Summary, and cost allocation (if applicable). The Provider shall replace, on the project, any employee whose continued presence would be detrimental to the success of the project with an employee of equal or superior qualifications.

C-2.2. Professional Qualifications

- C-2.2.1.** Professional and paraprofessional staff shall be qualified, as detailed in the job description, in a field appropriate to the services being provided under this Contract.
- C-2.2.2.** The Provider shall require a security background screening and five (5) year employment rescreening in accordance with Chapter 435, F.S. and 39.001(2)(b), F.S., of all program personnel, mentors and volunteers who work with youth served by the Provider. Security background investigation documentation shall be maintained on file with the Providers' employment records.
- C-2.2.3.** The Provider shall maintain staff for data and quality management functions who possess experience with computer-based information systems, technical assistance, and knowledge of the organization's system design. The Department reserves the right to request the resume of data staff to ensure qualifications are appropriate for the position.
- C-2.2.4.** For legal services, the Provider shall have on staff, or subcontract, a licensed attorney who is a member in good standing of the bar of the highest court of any State, possession, territory, or commonwealth of the U.S., or the District of Columbia.
- C-2.2.5.** Any paralegals or law school interns assigned to tasks related to the Contract must meet the minimum standards outlined below:
 - C-2.2.5.1.** A representative currently fully or partially accredited by the Department of Justice, OLAP who is affiliated with an organization that has been recognized by the Department of Justice, OLAP; and
 - C-2.2.5.2.** A law school intern or law graduate clerk, from an accredited law school, or a paralegal under the supervision of a licensed attorney in good standing with the applicable State Bar who is on staff or subcontracted through the Provider.

C-2.3. Subcontracting

- C-2.3.1.** Subject to Section 4.3. of the Standard Contract, the Provider may subcontract for services under the terms of this Contract with the prior written approval from the Department's Contract Manager, or designee. The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime Contractor. Subcontracting shall in no way relieve the Provider of any responsibility for performance of its duties under the terms of this Contract.
- C-2.3.2.** The Provider shall execute contracts for subcontracted services within 90 days of the Contract or budget amendment execution date. In the case of an anticipated delay in meeting this requirement, the Provider shall submit a written request for an extension to the Department's Contract Manager, or designee, prior to the expiration of the 90-day deadline. Within 30 days of executing Contracts for subcontracted services, the Provider shall provide the Department's Contract Manager, or designee, copies of the executed subcontract.
- C-2.3.3.** Subcontract Agreements. The Provider shall include in all appropriate subcontract agreements: a detailed scope of work; clear and specific deliverables; performance standards; sanctions for non-performance; programmatic monitoring requirements; fiscal monitoring requirements; and, detailed documentation requirements. The Provider's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds.
- C-2.3.4.** Licensed Child Care Provider facilities or Public School District sites providing direct child care services with funds under this Contract are not subject to this Contract's terms and conditions.
- C-2.3.5.** The Provider may Contract with the local Early Learning Coalition for the provision of child care services or may choose to negotiate agreements directly with licensed child care providers/facilities. Rates paid to child care providers may not exceed the rates paid by the local Early Learning Coalition.

C-2.4. Records and Documentation

C-2.4.1. Client Records. The Provider shall maintain client information as follows:

C-2.4.1.1. The Provider shall maintain records documenting the total number of eligible clients and names (or unique identifiers) of clients to whom services were provided under the terms of this Contract and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained.

C-2.4.1.2. The Provider shall furnish, upon request, such information as may be required to verify that the client's eligibility was determined in accordance with RS and ORR requirements.

C-2.4.2. Format Requirements. Electronic submission of documents produced by the Provider to satisfy the requirements of this section must be submitted to the Department in Microsoft Office product format in the versions used by the Department at the time of submission, currently MS Project 2007 or newer version, MS Word 2007 or newer version, MS Excel 2007 or newer version.

C-2.4.3. Confidentiality of Records. The Provider shall maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. Except as provided by law, the Provider further agrees to hold the Department harmless from any claim or damage, including reasonable attorneys' fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records, whether public record or not, and promises to defend the Department against the same at its expense.

C-2.4.4. Access to Records. The Provider shall maintain all records required to be maintained pursuant to this Contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

C-2.4.5. Separation of Client Records. Client records for this Contract must be maintained separately from client records of other projects. Inactive or closed client records must be maintained separately from active client records. Client records must not be taken from the service site without written Departmental approval.

C-2.5. Reports (programmatic and to support payment)

C-2.5.1. Required Reporting Submission. The Provider shall submit reports according to the reporting requirements specified in **EXHIBIT C5**. In the case of an anticipated delay in meeting this requirement, the Provider shall submit a written justification for the delay and a request for an extension to the Department's Contract Manager, or designee, prior to the expiration of the submission deadline. Only submittals received by the due date or pursuant to an approved extension will be considered timely. All due dates not specifically identified are calendar days.

C-2.5.2. Additional Reporting Requirements. The Provider shall provide additional reporting pertaining to the services rendered in the Contract should the Department determine this to be necessary.

C-2.5.3. Data Reports.

C-2.5.3.1. Data Entry Deadlines. The Provider shall submit to the Department data by the 10th of each month, except in emergency circumstances and as approved, in writing, by the Department's Contract Manager. RS will produce the official data report from the Provider's electronic data the first business day following the submission deadline for the previous period's data as noted in the preceding schedule. The reports produced by RS are the official record of deliverables and overall program performance, unless notified immediately of discrepancies.

C-2.5.3.2. Data Integrity. If notified by RS of reporting discrepancies, the Provider has three (3) business days from the date of notification of the errors to correct and return the electronic data. If discrepancies are reported by the Provider, the Provider shall correct and return the electronic data within three (3) business days of the notification. The Provider shall notify the Department's Contract Manager, or designee, and RSDS@myflfamilies.com when corrections are needed and again when corrections are completed. Following completion of data correction, RS will produce the official report the following business day.

C-2.5.4. Reporting Responsibilities. It is the Provider's responsibility to ensure that data are entered accurately and timely and that reports are acceptable and submitted timely. Continued inaccurate or late reporting of data and/or continued submission of unacceptable or late reports may result in corrective action and may require financial penalties and place the Provider in Breach of Contract as provided in Section 6.1. of the Standard Contract.

C-2.6. Provider Responsibilities

C-2.6.1. Provider Unique Activities

C-2.6.1.1. The Provider must be knowledgeable of the refugee/entrant populations to be served in the identified service area.

C-2.6.1.2. The Provider shall ensure that any individual who seeks to apply for Contracted services has an opportunity to do so, and the Provider shall subsequently determine the eligibility of each applicant for those services.

C-2.6.1.3. Services funded under this Contract must be provided to the maximum extent feasible in a manner that is culturally and linguistically compatible with a refugee/entrant's language and cultural background. Services funded under this Contract must be provided to the maximum extent feasible in a manner that includes the use of bilingual/bicultural women on service agency staff to ensure adequate service access by refugee/entrant women.

C-2.6.1.4. By execution of this Contract, the Provider recognizes its singular responsibility for the tasks, activities and deliverables described therein; warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables; and agrees to be fully accountable for the performance thereof. In addition, the Provider assumes full responsibility for the acts of all subcontractors.

C-2.6.2. Coordination with Other Providers/Entities

C-2.6.2.1. The Department may undertake or award other Contracts for additional or related work, and the Provider shall fully cooperate with other such Providers, Department employees, community-based organizations and other service organizations that provide services to refugees/entrants. The failure of other Providers or entities to cooperate or properly perform service does not relieve the Provider of any accountability for tasks or services that the Provider is obligated to perform pursuant to the Contract.

C-2.6.2.2. The Provider shall attend the scheduled Refugee Task Force meetings for their service delivery area. The Provider shall participate in, present at, and collaborate with other social service agencies at the meetings.

C-2.7. Refugee Clients under Age 18. Providers who care for children and youth shall have and provide to the Department upon request written policies regarding: the removal of refugee children/youth from the premises; the procedures employees must follow whenever a refugee child/youth fails to present to the facility as scheduled, planned or anticipated; the procedures the provider has in place to account for the presence of children/youth in their care throughout the time the refugee child/youth is in their care (i.e. head counts; field trip procedures, etc.), and any other matter(s) the Provider and/or subcontractor has established to protect refugee children in their care from unauthorized removal, and the prevention and reporting of missing children. This section applies to all tiers of subcontractors.

C-2.8. Grievance Process. The Provider shall establish a system through which applicants for services and current clients may present grievances about the operation of the Contract. Such procedure shall, at a minimum, address the client's due process rights and any substantive issues sought to be raised by the client. The Provider shall advise the client of the proper method of invoking these procedures.

C-3. STANDARD CONTRACT REQUIREMENTS Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.

EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS

Name of Organization:		
Location:		
Contract number:		
Type of service:		
Report Period:	<u>Fall/Winter</u> October 1 – March 31	<u>Spring/Summer</u> April 1 – September 30

Section A: Accomplishments

Report <i>specific, measurable activities</i> related to refugees' attainment of self-sufficiency and integration		
Topic	Activities/Services	Outcome

Section B: Challenges & Emerging Issues

Report any <i>challenges or emerging issues</i> related to refugees' attainment of self-sufficiency and integration		
Topic	Challenge/Emerging Issue	Action & Resolution

Section C: Promising Practices

Report any promising practices adopted in the reporting period related to refugees' attainment of self-sufficiency and integration		
Topic	Promising Practice	Action & Resolution

Section D: Client Success Stories

Please provide one (1) success story of a refugee who received services during the reporting period.

Section E: Emergency Housing Assistance

Please report on any emergency housing assistance that was provided during the reporting period.

EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS

Topic Options for Sections A, B, and C	Topic Definition
Community Resources for Clients	Community resources for clients refers to the accessibility and availability of non-ORR services or programs for clients
Documentation/Records Management	Documentation/Records management refers to the maintenance and organization of case and program level documentation (i.e. case files, database, confidentiality, etc.)
Eligibility	Eligibility refers to the determination or documentation of eligibility of ORR programs and services
Program Development	Program development refers to building capacity and support for refugee assistance programs (i.e. outreach/education, partnerships, etc.)
Services	Services refer to the services and benefits specific to refugee assistance programs (e.g. health, employment, social, intensive case management (W-F), etc.)
Other	“Other” is used to document accomplishments, challenges and promising practices that do not specifically relate to the above-mentioned topics

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EXHIBIT C3 – CLIENT RELEASE OF INFORMATION FORM

INSTRUCTIONS TO THE PROVIDER: The client is requested to read and sign the client rights portion of this form. The Provider is required to inform each client of sections I-VIII of this form and the purpose for each, requesting the client initial each applicable section.

Client Initials

I. SOCIAL SECURITY NUMBER DISCLOSURE

I hereby agree to provide my social security number(s) to the Florida Department of Children and Families (DCF)/Refugee Service Program, though I understand I am not required to do so under the law. I further authorize the Florida Department of Children and Families/Refugee Services Program to use my social security number(s) for identity, income, employment and eligibility verification, as well as other purposes related to the administration of DCF programs.

II. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) DISCLOSURE

I hereby authorize the release of Department of Homeland Security data pertinent to my immigration status to the Florida Department of Children and Families/Refugee Services Program and **[Service Provider]** to access Federal public benefits and/or Refugee Services-funded services.

III. PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE

I hereby authorize the release of my PHI to the Florida Department of Children and Families/Refugee Services Program for the purpose of determining eligibility for services or special exemption from program requirements.

IV. FINANCIAL INFORMATION DISCLOSURE

I hereby authorize the release of my financial information to the Florida Department of Children and Families/Refugee Services Program for the purpose of determining eligibility for services, employment outcomes and/or economic statistics.

V. EMPLOYMENT OUTCOME DISCLOSURE INFORMATION

I hereby authorize the release of my employment information to the Florida Department of Children and Families/Refugee Services Program, for the purpose of verifying employment and determining the outcome of employment services. This data may include but is not limited to, Employee Information (Name, Date of Birth and Social Security Number), Employer Information, Employment Information (Job Title, most recent Start Date, and Termination Date, if applicable), and Salary/Benefits Information (Rate of Pay, Average Hours per Pay Period, Wages, Access to Health Insurance, etc.).

VI. CONTACT INFORMATION DISCLOSURE FOR CONDUCTING A SURVEY

I hereby authorize the release of my contact information: Full Name, Local Address, Cell/Home Phone Number, and Email address to the vendor approved by the Florida Department of Children and Families/Refugee Services Program for the purpose of conducting a survey to rate my refugee experience and generally assess refugee needs.

VII. CONTACT INFORMATION DISCLOSURE FROM ADULT EDUCATION SERVICE PROVIDERS

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, Adult Education test scores, Documentation of Vocational Program Completion, and ESOL level by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Adult Education provider to the Refugee Services funded Employment service provider so they can contact me to explain the employment and vocational training I might be eligible to receive.

VIII. CONTACT INFORMATION DISCLOSURE FROM EMPLOYMENT SERVICE PROVIDERS

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, and Test scores, if applicable, by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Employment service provider to the Refugee Services funded Adult Education provider so they can contact me to explain the educational services I might be eligible to receive.

CLIENT RIGHTS

- I have the right to revoke this authorization at any time by writing to the Florida Department of Children and Families/Refugee Services Program and **[Service Provider]**
- I understand that signing this authorization is voluntary and my treatment, payment, enrollment, or eligibility for benefits is not contingent upon my authorization of this disclosure.
- I understand that information disclosed under this authorization may be re-disclosed by the recipient, and this re-disclosure may no longer be protected by Federal or State law.
- The Florida Department of Children and Families/Refugee Services Program and **[Service Provider]** will give me a copy of this form upon my request.
- I understand that this authorization will expire at the conclusion of my Refugee Services eligibility period (5 years from date of entry) unless I specify a different date.
- My signature below indicates that I have read this form entirely, had the opportunity to ask questions, and authorize the use of a copy of this form for the disclosure of the information described above.

Client Name

Client Signature

Date

Provider Use Only: I have explained this form and its purpose to the client and the client has refused to sign.

Provider Signature _____

Date _____

EXHIBIT C4 – RSDS SECURITY ACCESS REQUEST FORM



REFUGEE SERVICES DATA SYSTEM SECURITY ACCESS REQUEST (SAR)

Date: _____

Contract Number: _____

Provider Name: _____

Employee Requesting RSDS Access: _____

Program Name: _____

Employee Position Title: _____

Employee Email Address: _____

Purpose for Access: _____

Attachments:

DCF Security Agreement (form CF 0114), signed and dated by both the supervisor and employee requesting RSDS access.

DCF Security Awareness Training Certificate (Internet training certificate).

Date that **DCF Security Awareness Training** was completed by employee: _____

DCF Security Awareness Training can be reached going to the DCF internet site at: <http://www.myflfamilies.com/about-us/dcf-training>. You will need to follow the link "Security Awareness Training" at the top of the page.

Supervisor's Name

Supervisor's Signature:

Date of Approval:

Data Security Officer's Name:

Data Security Officer's Signature:

Date of Approval:

FOR DEPARTMENT USE ONLY

CF _____
Pa Contract Manager's Signature

Date

EXHIBIT C5 – REPORTING REQUIREMENTS

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	DCF Office
Invoice EXHIBIT F4	Monthly	20th day of each month	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
Narrative Reporting Requirements, as specified in EXHIBIT C1	Semi-Annually	April 10, **** October 10, **** April 10, **** October 10, **** April 10, **** October 10, ****	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
Actual Expenditure Report EXHIBIT F6	Quarterly	45 days following the end of the quarter	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
Limited English Proficiency (LEP) Policy	Within 60 days following the Contract effective date and the LEP Policy Questionnaire annually thereafter	December 1, **** December 1, **** December 1, ****	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
Financial and Compliance Audit and accompanying management letter as specified in Attachment 1	Annually	Within 180 days following Provider's fiscal year end or within 30 days of Provider's receipt of the audit report, whichever occurs first	One (1) electronic copy to the Contract Manager One (1) electronic copy to Inspector General	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399 Office of the Inspector General, Provider Audit Unit 1317 Winewood Boulevard Building 5, Room 237 Tallahassee, FL 32399-0700 Single.audit@myffamilies.com
Inventory Report EXHIBIT C2	Annually and 30 days prior to completion of Contract	August 31, **** August 31, **** August 31, ****	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
Emergency Preparedness Plan as specified in Section 9.2 of the Standard Contract	Within 30 days of Contract execution, an updated plan shall be submitted no later than 12 months following the acceptance of an original plan or an updated plan	November 1, **** November 1, **** November 1, ****	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
Civil Rights Compliance Checklist as specified in Section 7.13 of the Standard Contract	Within 30 days of Contract execution and annually thereafter	November 1, **** November 1, **** November 1, ****	One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
Proof of Liability Insurance as specified in Section 4.5. of the Standard Contract	Within 30 days of Contract execution and annually thereafter	November 1, **** November 1, **** November 1, ****	One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
Support to the Deaf or Hard of Hearing as specified in Section 9.3.2 of the Standard Contract	Monthly	5 th business day of each month	One (1) electronic	The Office of Civil Rights Form Site: https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html
Employment Screening Affidavit as specified in Section 4.14.2. of the Standard Contract	Annually	July 31, **** July 31, **** July 31, ****	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
CRS Transition Plan	Within five (5) days of Contract effective date	October 5, ****	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
CRS Plan	Within 45 days of Contract	November 14, ****	One (1) electronic	ESS Contracts & Procurements

Appendix VIII

	effective date		and One (1) hard copy	1317 Winewood Boulevard Tallahassee, FL, 32399
Uptake Analysis	Annually	January 15, **** January 15, **** January 15, ****	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
Quality Management Plan (QMP)	60 days after Contract effective date	December 1, ****	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
Local Job Market Analysis	Annually	December 31, **** December 31, **** December 31, ****	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
Youth Analysis Report	Annually	April 15, **** April 15, **** April 15, ****	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
Vocational Training Program Offerings	Annually	November 1, ****	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
Refugee-Specific Course Offerings	Quarterly	January 1, **** March 1, **** July 1, **** September 1, **** January 1, **** March 1, **** July 1, **** September 1, **** January 1, **** March 1, **** July 1, ****	One (1) electronic and One (1) hard copy	ESS Contracts & Procurements 1317 Winewood Boulevard Tallahassee, FL, 32399
*Due dates that fall on holidays are due the following business day.				

EXHIBIT C6 – EMPLOYABILITY PLAN FORM



Part I. Client Assessment Information:

Program Type: EMPLOYMENT CAREER LADDERING Date Plan Initiated: _____

Client Name: _____ Home/Cell Phone: (____) _____

Are you currently employed? Yes No Work Phone (if applicable): (____) _____

If Yes, please respond to the following questions:

Date employment began: _____

Employer Name: _____

Position: _____

Hours per week: _____

Wages: \$_____ per Hr. Week Biweekly Monthly

Language(s) & Proficiency Levels:

English (Mandatory): _____

Spanish _____

Creole _____

OTHER Language _____

Proficiency Levels:
1= None, 2=Minimal, 3=Intermediate, or 4=Advance

If English proficiency level is less than 3 ESOL must be included as a goal in employability plan unless client has significant reason.

Educational Level (list highest level COMPLETED):

<input type="checkbox"/> < High School	<input type="checkbox"/> High School Equivalent or GED
<input type="checkbox"/> High School	<input type="checkbox"/> Technical/Vocational
<input type="checkbox"/> Bachelor: _____ (list field of study)	<input type="checkbox"/> Master: _____ (list field of study)
	<input type="checkbox"/> Professional: _____ (list field of study)

Certifications/Degrees Earned:

<input type="checkbox"/> Medical Field: _____	<input type="checkbox"/> Computer / IT Field: _____
<input type="checkbox"/> Education/Childcare Field: _____	<input type="checkbox"/> Auto Mechanics Field: _____
<input type="checkbox"/> Hospitality Field: _____	<input type="checkbox"/> Construction Field: _____
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Part II. Work History, Experience and Skills:

Previous positions held	Location (Country or County)	Experience and/or Skills	Dates of Employment
<i>Example: Auto Mechanic</i>	<i>Miami-Dade</i>	<i>Inspected and changed brakes (changed discs & pads), balanced tires, fixed flats, changed oil, oil/air filters, competed invoice, scheduled appointments</i>	<i>2016 - 2017</i>

EXHIBIT C6 – EMPLOYABILITY PLAN FORM (cont.)

Part III. Potential Barriers and/or Strengths to Employment (select all that apply):

Client Name: _____ **Date Plan Initiated:** _____

<input type="checkbox"/> Lack of English	<input type="checkbox"/> Disabled	<input type="checkbox"/> Child Care
<input type="checkbox"/> Lack of Literacy	<input type="checkbox"/> Health/Medical Issues	<input type="checkbox"/> Transportation
<input type="checkbox"/> Unskilled	<input type="checkbox"/> Pending Employment Authorization	<input type="checkbox"/> Family Support
<input type="checkbox"/> Fluent in English (list proficiency): _____	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Comments on Barriers/Strengths:

Part IV. Current Adult Education or Vocational Training Information:

<p>Is client currently enrolled in Adult Education or Vocational Training:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (If NO, skip section)</p> <p>Name of school attending: _____</p> <p>_____</p> <p>Location of School: _____</p> <p>_____</p> <p>Current Schedule (Days & Times):</p> <p>_____</p>	<p>Type of Program enrolled in (list level or specific program):</p> <p><input type="checkbox"/> ESOL Level _____</p> <p><input type="checkbox"/> Vocational Training _____</p> <p><input type="checkbox"/> Short-term Training _____</p> <p><input type="checkbox"/> OTHER _____</p> <p>Estimated Training completion date: _____</p>
--	--

Part V. Services Needed/Referrals Provided:

<input type="checkbox"/> Pre-employment	<input type="checkbox"/> Job Counseling	<input type="checkbox"/> Skills Training
<input type="checkbox"/> Career Laddering	<input type="checkbox"/> Vocational / Tech. Training	<input type="checkbox"/> On the Job Training
<input type="checkbox"/> Short-term training	<input type="checkbox"/> Re-credentialing/Certification	<input type="checkbox"/> Child Care
<input type="checkbox"/> Transportation	<input type="checkbox"/> ESOL	<input type="checkbox"/> Literacy Classes

<input type="checkbox"/> Immigration related: _____	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
--	--	--

Comments on Service Needs and/or Referrals:

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EXHIBIT C6 – EMPLOYABILITY PLAN FORM (cont.)

Client Name: _____ Date Plan Initiated: _____ Re-Enrollment Date: _____

The **Career Plan** should focus on moving the client from a low wage job to a career path that will help them achieve their long-term Career Goals. It should build on their acquired skills and outline a path that addresses their individualized needs including ESOL or Vocational training, credentialing needs and/or supportive services.

Part VI. Career Plan Goals and Action steps

Goal #1:		Duration of Goal	Goal Target Date	Date Goal Achieved
		___ weeks/ months		
	Long term Action Steps towards achieving Career Goal	Individual Responsible	Target Date for Each Action Step	Revised Date (if applicable)
	1.			Date Activity Completed
	2.			
	3.			
	4.			

Goal #2:		Duration of Goal	Goal Target Date	Date Goal Achieved
		___ weeks/ months		
	Long term Action Steps towards achieving Career Goal	Individual Responsible	Target Date for Each Action Step	Revised Date (if applicable)
	1.			Date Activity Completed
	2.			
	3.			
	4.			

Client Signature	Employment Specialist Signature

Duplicate this page as needed for additional Goals.

EXHIBIT C6 – EMPLOYABILITY PLAN FORM (cont.)

Client Name: _____

Date Plan Initiated: _____

Re-Enrollment Date: _____

The **Career Plan** should focus on moving the client from a low wage job to a career path that will help them achieve their long-term Career Goals. It should build on their acquired skills and outline a path that addresses their individualized needs including ESOL or Vocational training, credentialing needs and/or supportive services.

Part VII. Individualized Employability Goals and Action Steps

Goal #1:		Duration of Goal	Goal Target Date	Date Goal Achieved	
		___ weeks/ months			
Action Steps towards achieving Employment Goal		Individual Responsible	Target Date for Each Action Step	Revised Date (if applicable)	Date Activity Completed
1.					
2.					
3.					
4.					

Goal #2:		Duration of Goal	Goal Target Date	Date Goal Achieved	
		___ weeks/ months			
Action Steps towards achieving Employment Goal		Individual Responsible	Target Date for Each Action Step	Revised Date (if applicable)	Date Activity Completed
1.					
2.					
3.					
4.					

Client Signature	Employment Specialist Signature

Duplicate this page as needed for additional Goals.

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EXHIBIT C6 – EMPLOYABILITY PLAN FORM (cont.)

Client Name: _____ **Date Plan Initiated:** _____ **Re-Enrollment Date:** _____

Part VIII. Clients Rights and Responsibilities

- Participate in and receive assistance in the development of the Employability Plan;
- Obtain guidance from Employability Specialist in satisfying action steps towards completion of goals;
- Follow up regularly with the Employability Specialist and review progress of this individualized Employability Plan
- Provide required documentation to Employability Specialist;
- Notify Employment Specialist of any self-placement;
- Obtain support services and/or follow through with referrals to overcome barriers to employment
- Request reviews and/or a modification of Employability Plan based on individual needs; and
- Receive a copy, at a minimum, of Part VI of this Employability Plan outlining goals and action steps and/or any addendums/update to the plan, Part VIII, Clients Rights and Responsibilities and Part IX.

Part IX. Person(s) Participating in the Development of the Employability Plan

Date Employability Plan was Developed: _____

Date Employability Plan was Updated/Revised: _____
(Date & Initial above by Employment Specialist and if available, Client)

Client Name (print)

Employment Specialist (print name)

Clients Signature & Date

Employment Specialist Signature & Date

Refugee Services Employment Provider Agency

Employment Specialist Telephone #

This Employability Plan was entered into by the above participant and employment provider. This plan is designed to lead to the earliest possible employment and contains a definite employment goal, attainable in the shortest time period consistent with the employability of the refugee in relation to job openings in the area, meeting the requirements of 45 CFR Section 400.79.

EXHIBIT C7 – EMPLOYMENT AND CAREER LADDERING PLACEMENT FORM

Type: Employment _____ Career Laddering _____

End Date of Previous Employment: _____

Placement Type/#: 1, 2, 3 Self-Placed and/or Part-time

Reason (Circle One): Quit, Fired, Laid-off, Promoted

Is this a 90-day follow up? YES _____ NO _____

Date 90-day follow up completed: _____

CUSTOMER NAME: _____

ALIEN # _____

BEGINNING DATE OF EMPLOYMENT: _____
(Or Career Laddering – Effective Date of Job Upgrade)

LAST 4 DIGITS SSN: _____

EMPLOYER: _____

STAFFING AGENCY: YES ___ NO ___

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

TELEPHONE: _____

FAX: _____

POSITION: _____

STARTING SALARY: _____

HOURS PER WEEK: FULL-TIME (35+) _____

PART-TIME (20-34) _____

IS THIS A SEASONAL/TEMPORARY POSITION?

YES _____ NO _____ If the answer is YES: Is the Assignment 6 Months or Longer? YES _____ NO _____

IS CLIENT ACTIVELY WORKING AS OF TODAY'S DATE?

YES _____ NO _____ If NO Date of Termination: _____

ARE HEALTH BENEFITS AVAILABLE? Within 3 Months: _____ 6 Months: _____ NONE: _____

SERVICE PROVIDER

Service Provider Representative

Date

Sections Below not applicable/required for Self-Placements:

Name & Title of Employer Representative (Print)

Employer Email Address

Employer Representative Signature

Date

(Or copy of most recent check stub is acceptable with Client Signature)

Client Signature (optional when employer verifies)

Date

Verification for (circle one): Placement #1, #2, #3, Self-Placed, Part-time or 90-day Follow-up

Verification Method Code: _____

F= Fax, E=In person with Employer, C= Client Contact with pay stub, SE=Scanned Email from Employer or O=Other– Specify: _____

NOTE: Only one (1) placement type can be claimed for any client within a 30 Day Period. / **Validation with Employer below N/A for Self-Placements.**

Validated by: _____

Provider QA Staff Name/Signature

Date

Supervisor Signature

Date

Verified with: _____

Method of Verification: _____

Name & Title of Employer Representative Telephone No or Email Address

EXHIBIT C8 – TERMINATION OF EMPLOYMENT CLIENT SERVICES FORM

Date File Closed: _____

Client Name: _____

Reasons for Termination of Client Services:

- 1) Client completed all objectives identified in his/her employability plan and no longer in need of services; Employment clients must have at least one placement or self-placement recorded to be considered service complete;
2) Client no longer meets eligibility criteria for the program;
3) Written or verbal notification by the client of withdrawal from the program;
4) Client relocation out of the service area;
5) Non-participation of the client; the client has not participated in service in thirty days;
6) Unsuccessful Closure; client participated but objectives not achieved; or
7) Death of the client.

Please provide a closure summary that describes outcome of services, including details of employment status at case closure that support reasons for termination above:

Multiple horizontal lines for providing a closure summary.

Employment Services Case Manager (Print Name): _____

Employment Services Case Manager (Signature): _____ Date: _____

Exhibit C9 – CHILD CARE INTAKE AND TRACKING FORM

DRAFT

Provider Name										
Provider Address										
I. INITIAL ELIGIBILITY DETERMINATION										
I. PROGRAM ELIGIBILITY										
a. TANF recipient?	YES/NO	Waitlist		d. Other	YES/NO	Waitlist				
b. Working Poor?	YES/NO	Waitlist								
c. Migrant?	YES/NO	Waitlist								
2. Child Demographic Information					3. Parent Eligibility Information					
					Parent with referral		Spouse of Parent with Referral			
Child Name					Parent name					
Child A#					Parent A#					
Child DOB		Age		Parent SS#						
Child SS# (if available)					Parent Date of Entry					
Child Date of Entry					Parent USCIS status					
a. Childcare Center					Marital Status					
					a. Date of Referral					
					b. Referring Agency					
b. Date of Enrollment					c. Referral from (circle one)		ORS Employment		Match Grant	Adult Ed
					d. Financial Eligibility		Income		\$	Family size
c. Childcare approval period from-		to		e. Eligibility Determination Date						
II. PRIORITY DETERMINATION										
Priority Requirements					Y/N		Result (i.e. wait list due to number of available slots?)			
1st Priority	Is the client currently employed and placed by an RS employment provider or Match Grant Program? If no, move to number 2.									
2nd Priority	Is the client enrolled full-time in AE classes? If no, move to number 3.									
3rd Priority	Is the client enrolled part-time in AE classes or ESOL? If no, move to number 4.									
4th Priority	Is the client seeking employment and enrolled with an RS employment provider or Match Grant									
*If more than one client has been assigned the same priority level, preference shall be given to the client with the shortest length of time in the country.										

Exhibit C9 – CHILD CARE INTAKE AND TRACKING FORM (cont.)

DRAFT

III. REDETERMINATION OF ELIGIBILITY						
1. Redetermination date		Redetermination		4. Childcare approval period		5. Redetermination Comments
2. Reason for redetermination		Criteria	Result	Start	End	
		Age over 13?				
		USCIS eligibility unchanged?				
		Financially Eligible?				
		Update of mainstream waitlist				
III. REDETERMINATION OF ELIGIBILITY						
1. Redetermination date		Redetermination		4. Childcare approval period		5. Redetermination Comments
2. Reason for redetermination		Criteria	Result	Start	End	
		Age over 13?				
		USCIS eligibility unchanged?				
		Financially Eligible?				
		Update of mainstream waitlist				
III. REDETERMINATION OF ELIGIBILITY						
1. Redetermination date		Redetermination		4. Childcare approval period		5. Redetermination Comments
2. Reason for redetermination		Criteria	Result	Start	End	
		Age over 13?				
		USCIS eligibility unchanged?				
		Financially Eligible?				
		Update of mainstream waitlist				
IV. TERMINATION INFORMATION						
Termination Date		Termination Reason(s)				

Revised 05/19/2012

**EXHIBIT C9 – CHILD CARE INTAKE AND TRACKING FORM
INSTRUCTIONS**

I. INITIAL ELIGIBILITY DETERMINATION

1. Program Eligibility

Indicate whether the parent is eligible to receive child care through one of the programs listed. Check whether the parent has been placed on the programs wait list.

2. Child Demographic Information

Enter the Child's Name, Alien Number (if child is an immigrant), Date of Birth, Child's Age, Social Security Number (if one is available) and Date of Entry.

- a. Enter the Child Care Center the child is attending.
- b. Enter the date when the child was first authorized to receive child services.
- c. Enter the period the child was first approved to receive child care services (ex. 12/01/19 to 11/30/20)

3. Parent Eligibility Information

Enter the Parent's Name (see Refugee Child Care Referral Form), Alien Number, Social Security Number, and Immigration (USCIS) Status, marital status, alien number of spouse of referred parent and Immigration (USCIS) Status of spouse of referred parent.

- a. Enter the date the referral was completed by the referring agency.
- b. Indicate the name of the referring agency
- c. Circle the type of service from which the referral originated.
- d. Enter the family income amount, as well as the family unit size
- e. Enter the date when the eligibility determination was conducted by the RS funded child care Provider.

II. PRIORITY DETERMINATION

Check the appropriate box based on the client's priority determination.

III. REDETERMINATION OF ELIGIBILITY

1. Redetermination Date

Enter the date redetermination is conducted by the RS funded child care Provider. Please enter *only* the initial redetermination date. **Do not enter the subsequent six-month redetermination date(s).**

2. Reason for Redetermination

Indicate the reason for redetermination (ex. The parent's income status has changed; or, the child has received 12 months of refugee funded child care services).

3. Redetermination

Indicate if both (where applicable) the parents met each of the Redetermination Criteria. Please refer to Section C-1.24.6 of the CF Standard Contract 2019.

4. Child Care Approval Period

Enter the period the child will continue to receive child care services.

5. Redetermination Comments

Enter any comments pertinent to the redetermination of the client.

IV. TERMINATION INFORMATION

Enter the date of the client's termination, as well as the reason for termination. Please refer to Section C-1.34 of the Integrated Contract, for valid termination reasons.

**EXHIBIT C10 – CHILD CARE REFERRAL
Non-TANF Refugee Services**

1. To: Provider Name 2. Date of Referral _____
3. Address of Eligibility Center _____ Phone#: _____

4. Parent's Name _____		DOB: _____	
5. a. Address _____		Phone: _____	
6. Parent's Alien Number _____	7. Parent's Date of Entry into U.S _____	8. Country of Origin _____	
9. Spouse / Second Parent Name if in the Home _____	10. Spouse/2 nd Parent's Alien # _____	11. Spouse/2 nd Parent's Date of Entry into U. S _____	12. Country of Origin of 2 nd Parent _____
13. Services Currently Being Received By Parent: _____ (i.e. Medicaid, TANF Support Services, etc.) _____			

14. Referral Source (i.e. Employment, Adult Ed., Match Grant): (Select one)		
<input type="checkbox"/> Employment Provider	<input type="checkbox"/> Adult Education Provider	<input type="checkbox"/> Matching Grant Program
15. Priorities: (Select one)		
First - <input type="checkbox"/> Currently employed and placed by an Employment Provider or Match Grant Program.		
Second - <input type="checkbox"/> Currently enrolled full-time in Adult Education classes.		
Third - <input type="checkbox"/> Currently enrolled part-time in Adult Education classes or ESOL.		
Fourth - <input type="checkbox"/> Currently enrolled with an Employment Provider or Match Grant Program and is actively seeking employment.		
16. Date of employment or enrollment in an employment or adult education program. _____	17. Employed at Date of Referral <input type="checkbox"/> Yes <input type="checkbox"/> No	18. Employed 6 mo. <input type="checkbox"/>
ESOL or Adult Education registration period: _____	Family Size: _____	19. Termination Date _____
		20. Reason: _____

Employment Location	Address	Phone
Parent: _____	_____	_____
2 nd Parent: _____	_____	_____

21. Names of Children _____	22. Date of Birth _____	23. Social Security # (If Available) _____	24. Alien # _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attachments:	25. Copy of current immunization record <input type="checkbox"/>	26. Copy of Child(ren)'s Birth Certificate <input type="checkbox"/>
	27. Copy of Child(ren)'s physical examination record (completed within last 12 mos.) <input type="checkbox"/>	
	28. Copy of USCIS Documentation showing refugee/entrant status <input type="checkbox"/> (If Available)	
	29. Copy of Social Security Cards <input type="checkbox"/> (If Available)	

Comments: _____

30. Name & Telephone # of Referring Agency _____

Signature of Representative

Date Form Completed

EXHIBIT D – DELIVERABLES

D-1. Service Units.

D-1.1. The Provider shall provide the following service units for the period of **[contract period start date]** through **[contract period end date]** in **[service area]**:

D-1.1.1. The Provider shall deliver a minimum of ___ verified job placements. The minimum monthly total of verified job placements shall not be fewer than ___.

D-1.1.2. The Provider shall deliver at least ___ verified CL job placements.

D-1.1.3. The Provider shall serve at least ___ clients in Youth Services. The minimum monthly total of clients in the youth program shall not be fewer than ___.

D-1.1.4. The Provider shall pair at least ___ mentoring clients with a mentor.

D-1.1.5. The Provider shall complete at least ___ RS Assessments.

D-1.1.6. The Provider shall deliver at least ___ legal service filings as outlined in Section C-1.20.1. of which ___ shall be Core Service filings as described in Section C-1.20.1.1. The minimum monthly total number of legal filings shall not be fewer than ___.

D-1.1.7. The Provider shall provide at least ___ refugee-specific enrollments into English-Language Instruction (ELI) courses.

D-1.1.8. The Provider shall deliver at least ___ ELI vouchers during the school year.

D-1.1.9. The Provider shall verify attendance for at least ___ units in education programs during the school year as defined in Section C-1.19.2. The minimum monthly total number of clients in attendance shall not be fewer than ___.

D-1.2. Deliverables and minimums for future years will be added via formal contract amendment.

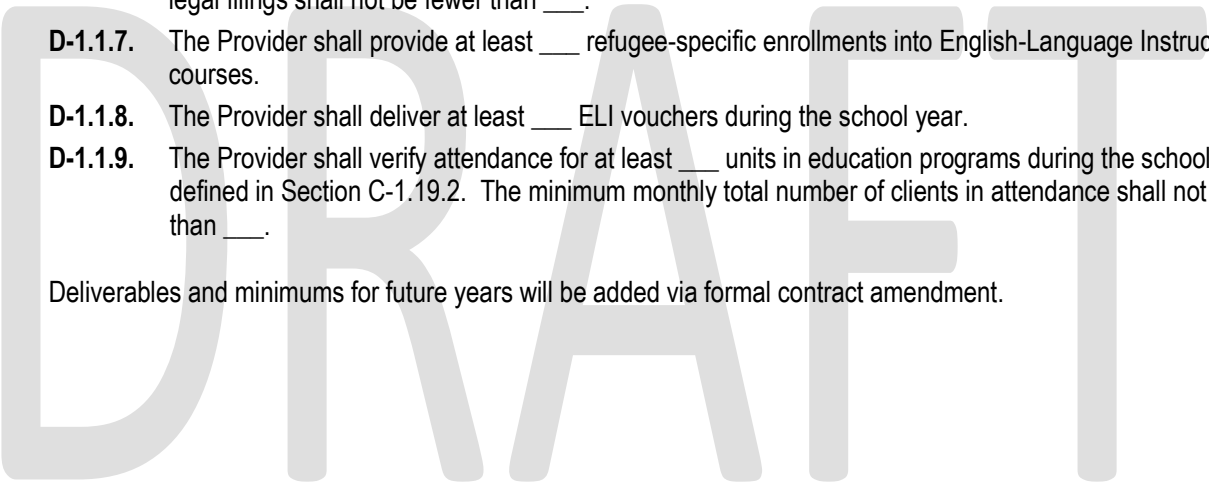


EXHIBIT E – MINIMUM PERFORMANCE MEASURES**E-1 MINIMUM PERFORMANCE MEASURES.**

E-1.1 The following performance measures will be reviewed and calculated as indicated for the period [contract period start date] to [contract period end date]. Failure to meet performance standards may result in corrective action or Contract termination as provided in Section 6.2 of the Standard Integrated Contract. Clients who were carried over from prior expired or terminated Contracts will be included in the below performance measures.

Monthly Performance Measure:

E-1.1.1 _____ percent (%) of all employment intakes shall have at least one (1) placement at 12 months from employment intake.

Quarterly Cumulative Performance Measures (Annual Measures):

E-1.1.2 _____ percent (%) or more of active unemployed clients awaiting job placement shall receive at least one (1) job placement.

E-1.1.3 _____ percent (%) or more of placed clients shall be employed at the 90-day follow-up.

E-1.1.4 _____ percent (%) of clients with a full-time job placement shall have access to health insurance.

E-1.1.5 _____ percent (%) of clients participating in CET services shall be employed, in an associated field, within 90 days of completion of the training program.

E-1.1.6 _____ percent (%) or more of RCA clients required to register for work shall receive an intake within 60 days of RCA approval (This measure may be revised based on the accuracy and/or availability of information on RCA recipients).

E-1.1.7 _____ percent (%) of CL clients shall receive an increase in salary after initial job placement following completion of training.

E-1.1.8 _____ percent (%) or more of individuals included in the new arrivals, based on the RS population report, shall have an Entry Assessment completed by the Provider.

E-1.1.9 _____ percent (%) of Employment Authorizations filings resolved with a positive outcome within 18 months of filing the application with the appropriate agency.

E-1.1.10 _____ percent (%) of Residency filings resolved with a positive outcome within 24 months of filing the application with the appropriate agency.

E-1.1.11 _____ percent (%) of Naturalization filings resolved with a positive outcome within 24 months of filing the application with the appropriate agency.

E-1.1.12 _____ percent (%) of Fee Waiver filings are resolved with a positive outcome within the reporting period.

E-1.1.13 _____ percent (%) of clients with benchmark due dates during the reporting period shall meet at least one (1) unmet benchmark as outlined in their YDP.

E-1.1.14 _____ percent (%) of school enrolled youth pursuing a high school diploma and receiving tutoring services in the current school year shall either be promoted to the next grade level or graduated high school.

E-1.1.15 _____ percent (%) of adult clients who received an RS Assessment and were referred to CRS services shall be employed at the RS Follow-up Assessment.

E-1.1.16 _____ percent (%) of adult clients who received an initial RS Assessment and were referred to CRS services shall have stable housing on the RS Follow-up Assessment.

E-1.1.17 _____ percent (%) of school-aged children who received an initial RS Assessment and were referred to CRS services shall be enrolled in school at the time of the RS Follow-up Assessment.

Term Performance Measures:

E-1.1.18 _____ percent (%) of ELI courses in which clients are enrolled (and not withdrawn) within a reporting period will result in a completion.

E-1.1.19 _____ percent (%) of ELI courses completed by clients within a reporting period shall result in a successful completion or a LCP as validated by standardized assessment instruments.

E-1.1.20 _____ percent (%) of clients who have earned a successful completion or LCP from a prior term will enroll in the next level of ELI course in the following term.

Long-term Performance Measures:

E-1.1.21 _____ percent (%) of youth shall have met all benchmarks prior to the completion of services.

E-1.1.22 _____ percent (%) of clients shall report that they are employed or enrolled in post-secondary education or high school at the twelve 12-month long-term assessment.

E-1.2 Description of Performance Measurement Terms.

E-1.2.1 Active unemployed client. A client for whom an intake was conducted up to the ending report period with no closure up to the report ending period and having no placements prior to the start of the report ending period.

E-1.2.2 Awaiting job placement. A client receiving employment services with no recorded job placement from intake up to report starting period.

E-1.2.3 Employment Intake. A client for whom an intake for employment services was conducted within 12 months of the reporting period and the client was included in the carryovers from September 30, 2019 during the prior Contract period.

E-1.2.4 Follow-up. The activity of contacting clients or their employer(s) to determine whether clients are employed at any unsubsidized job.

E-1.2.5 Job Placement. The acceptance of unsubsidized full-time employment as a result of a referral from the Provider, or self-placement employment that is not the result of a referral from the Provider.

E-1.2.6 Clients with first placements. A client having the first placement recorded during report period, including self-placements.

E-1.2.7 Completion means that clients are able, according to DOE standards, to take the related standardized test (such as CASAS test) and the results (including course end date and reason) have been entered in RSDS.

E-1.2.8 Completion Points: Point(s) attained representing OCP or LCP or competencies, as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks.

E-1.2.9 Enrollment means clients have an end date (have not withdrawn) and have an outcome for each course.

E-1.2.10 ELI courses; as defined in **Exhibit A1**, includes ESOL, ESOLAS, English Literacy for Career and Technical Education.

E-1.2.11 Withdrawn includes death of the client, the client has withdrawn from the course within one month of course start date, relocated, or obtained employment and is no longer able to attend the course.

E-1.2.12 RS Population Report. A quarterly report developed by the RS Program to summarize the new population based on arrival data from local resettlement agencies, Florida Department of Health, DCF-ESS, and the Worldwide Refugee Admission Processing System.

E-1.2.13 Successful Completion. Clients who complete a course and attain competencies as defined by the DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks earning a Pass designation.

E-1.2.14 Stable Housing. Clients indicate on the RS follow-up assessment that their housing situation is stable.

E-2 Performance Evaluation Methodology for the period [contract period state date] to [contract period end date].

E-2.1 The calculation of performance measure **E-1.1.1** shall be determined using the following:

# of clients at 12 months from employment intake during the report period having at least one (1) placement	≥	%
# of clients at 12 months from employment intake during the report period		

E-2.2 The calculation of performance measure **E-1.1.2** shall be determined using the following:

# of clients with at least one (1) job placement	≥	%
# of active unemployed clients awaiting job placement		

E-2.3 The calculation of performance measure **E-1.1.3** shall be determined using the following:

# of placed clients employed at 90-day follow-up	≥	%
# of 90-day follow-ups due to be completed		

E-2.4 The calculation of performance measure **E-1.1.4** shall be determined using the following:

# of clients placed in at least one (1) full-time job with access to health insurance	≥	%
# of clients placed in at least one (1) full-time job		

E-2.5 The calculation of performance measure **E-1.1.5** shall be determined using the following:

# of CET clients employed within 90 days of completing a training program	≥	%
# of CET clients who completed a training program		

E-2.6 The calculation of performance measure **E-1.1.6** shall be determined using the following:

# of RCA clients required to register for work with ACCESS county code in provider direct service area with a completed intake within 60 days of first payment date	≥	90%
# of RCA clients required to register for work with ACCESS county code in provider direct service area		

E-2.7 The calculation of performance measure **E-1.1.7** shall be determined using the following:

# of CL participants who received an increase in salary after initial job placement following completion of training	≥	%
# of CL participants who received an initial job placement following completion of training		

E-2.8 The calculation of performance measure **E-1.1.8** shall be determined using the following:

# of new arrivals based on the RS population report that were assessed by the provider	≥	%
# of new arrivals based on the RS population report		

E-2.9 The calculation of performance measure **E-1.1.9** shall be determined using the following:

# of Employment Authorization filings resolved with a positive outcome within 12 months of filing	≥	%
# of total applications for Employment Authorizations filed		

E-2.10 The calculation of performance measure **E-1.1.10** shall be determined using the following:

# of Residency filings resolved with a positive outcome within 24 months of filing	≥	%
# of total applications for Residencies filed		

E-2.11 The calculation of performance measure **E-1.1.11** shall be determined using the following:

# of Naturalization filings resolved with a positive outcome within 24 months of filing	≥	%
# of total applications for Naturalization filed		

E-2.12 The calculation of performance measure **E-1.1.12** shall be determined using the following:

# of Fee Waiver filings resolved with a positive outcome within the reporting period	≥	%
# of total applications for Fee Waiver resolved during the reporting period		

E-2.13 The calculation of performance measure **E-1.1.13** shall be determined using the following:

# of clients with benchmark due dates during the reporting period that met at least one unmet benchmark as outlined on their YDP	≥	%
# of clients with benchmark due dates during the reporting period		

E-2.14 The calculation of performance measure **E-1.1.14** shall be determined using the following:

# of school-enrolled youth pursuing a high school diploma and receiving tutoring services in the current school year were either promoted to the next grade or graduated high school	≥	%
# of school-enrolled youth pursuing a high school diploma and receiving tutoring services in the current school year		

E-2.15 The calculation of performance measure **E-1.1.15** shall be determined using the following:

# of adult clients who received a RS Assessment and were referred to services and are employed based on the RS Follow-up Assessment	≥	%
# of adult clients who received a RS Assessment and were referred to CRS services		

E-2.16 The calculation of performance measure **E-1.1.16** shall be determined using the following:

# of adult clients who received a RS Assessment and were referred to CRS services and have stable housing based on the RS Follow-up Assessment	≥	%
# of adult clients who received a RS Assessment and were referred to CRS services		

E-2.17 The calculation of performance measure **E-1.1.17** shall be determined using the following:

# of school-aged children who received a RS Assessment and were referred to CRS services and who are enrolled in school	≥ %
# of school-aged children who received a RS Assessment and were referred to CRS services	

E-2.18 The calculation of performance measure **E-1.1.18** shall be determined using the following:

# of ELI courses completed by clients (and not withdrawn) within the reporting period that resulted in a completion	≥ %
# of ELI courses completed by clients (and not withdrawn) during the reporting period	

E-2.19 The calculation of performance measure **E-1.1.19** shall be determined using the following:

# of ELI courses completed by clients within the reporting period that resulted in a successful completion or LCP	≥ %
# of ELI courses completed by clients during the reporting period	

E-2.20 The calculation of performance measure **E-1.1.20** shall be determined using the following:

# of clients who earned a LCP from a prior term and enroll in the next level of ELI course in the following term	≥ %
# of clients who earned a LCP from a prior term	

E-2.21 The calculation of performance measure **E-1.1.21** shall be determined using the following:

# of youth who met all pathway benchmarks prior to the completion of services	≥ %
# of youth who completed services	

E-2.22 The calculation of performance measure **E-1.1.22** shall be determined using the following:

# of youth clients who report that they are employed or enrolled in post-secondary education or high school at the 12-month long-term assessment	≥ %
# of youth clients who should have received a 12-month long-term assessment	

E-3 Performance Measures for future years will be added via formal contract amendment.

EXHIBIT F – METHOD OF PAYMENT

F-1 This is a Fixed Rate/Cost Reimbursement Contract.

F-2 Total Contract Amount. The Department will reimburse the Provider for the delivery of services rendered in accordance with the terms of the Contract, and the Department will reimburse the Provider for allowable expenditures incurred pursuant to the terms of this Contract, up to a Total Contract Amount as outlined in the table below. As funding is based on the availability of funds, the Contract amount may be increased or decreased at any time.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
[Contract Period, Year One]	\$***,***.**
[Contract Period, Year Two]	\$***,***.**
[Contract Period, Year Three]	\$***,***.**
Total Contract Amount	
	\$***,***.**

F-3 Service Units.

F-3.1 Fixed Rate (Unit Costs). The Department agrees to pay the Provider for the delivery of all service units verified during the reporting period, at the unit rate outlined in **EXHIBIT F3** and up to a total amount as outlined in the table below. Adjustments to **EXHIBIT F3** may be made without a formal contract amendment, reflecting the Department’s and Provider’s agreement of the price that should be applied. Although based on unit price, this Contract is funded by a Federal grant and Contract payments must ultimately be based on actual unit costs.

Total Fixed Rate Amount (by budget period)	
Budget Period	Fixed Rate Budget Amount
[Contract Period, Year One]	\$***,***.**
[Contract Period, Year Two]	\$***,***.**
[Contract Period, Year Three]	\$***,***.**
Total Fixed Rate Amount	
	\$***,***.**

F-3.2 Service Unit Rates. Service unit rates are estimated costs of performance and may be periodically adjusted as appropriate to reflect the cost of performance actually incurred, based on the review by the Department and Provider of the actual expenditure reports submitted by the Provider, provided that the actual expenditure reports reflect a deficit or surplus in operational costs. The service unit rates outlined in **EXHIBIT F3** may be revised without a formal contract amendment, reflecting the Department's and Provider's agreement of the price that should be applied. Payments made to the Provider in excess of the actual costs of providing contracted services shall be refunded to the Department in accordance with Section 3.5 of the Standard Contract.

F-3.3 Conditions of Fixed Rate Payment. Service unit costs for the period [contract period state date] to [contract period end date]. Service units achieved for the purpose of payment during any month shall be based on dates recorded in RSDS by the date specified for data submission as required in Section C-2.5.3.1. of the Contract.

F-3.3.1 Conditions of Fixed Rate Payment for Employment are below:

F-3.3.1.1 Service units achieved for the purposes of payment during any month shall include only verified full-time placements made with both placement and verified dates recorded in RSDS by the date specified for data submission as required in Section C-2.5.3.1. of the Contract based on the Service Unit Fee Table in **EXHIBIT F3**. Only one verified placement can be claimed for any client in any 30-day period.

F-3.3.1.2 The Provider may receive payment for no more than two (2) employment placements per client within a budget year, up to a maximum of five (5) employment placements within the client's 60-month eligibility period. Payment for CL placements are not included in this limit.

F-3.3.1.3 The Provider shall not be reimbursed for self-placements or part-time placements. However, data for self-placements or part-time placements must be entered into RSDS as this impacts performance outcomes.

F-3.3.1.4 The maximum monthly draw-down shall not exceed \$***,***.**.

F-3.3.1.5 CL service unit(s) are payable under the following conditions:

F-3.3.1.5.1 CL assessments must identify client skills set as identified in the individualized CL employability plan; and

F-3.3.1.5.2 CL job placement occurs after the completion of training in the field of study which was included in the CL employability plan; and

F-3.3.1.5.3 CL service units may be paid on a monthly invoice based on the CL Assessment, CL Plan and Service Unit Rate Table in **EXHIBIT F3**.

F-3.3.2 Conditions of Fixed Rate Payment for Mentoring Services are below:

F-3.3.2.1 Mentoring Services Administration. A month of Mentoring Services Administration as outlined in Section C-1.22., with supporting documentation and a narrative submitted with each invoice describing the start-up activities conducted during the month as provided under section C-1.22. and appropriate data reported in RSDS.

F-3.3.2.2 Mentoring Services Unit. A unit of mentoring service may include any of the activities outlined in Section C-1.23. and is delivered in hourly increments. Delivery of service shall be verified with a narrative submitted with each invoice outlining the mentoring activities conducted for each client during the month and appropriate data reported in RSDS.

F-3.3.3 Conditions of Fixed Rate Payment for Adult Education Services are below:

F-3.3.3.1 For the purposes of payment as a service unit enrollment refers to the start date of RS-funded Adult Education Services, not the date a client is enrolled into a course.

F-3.3.3.2 The Provider shall not be reimbursed for more than three (3) enrollments in a particular level or course per client.

F-3.3.4 Conditions of Fixed Rate Payment for Legal Services are below:

F-3.3.4.1 Other Cases Approved by RS. For Other Cases Approved by RS, the Provider shall submit copy of the RS blanket approval with the request for payment.

F-3.3.4.2 The maximum annual service costs for non-core services identified in Section C-1.20.1.2. shall not exceed \$***,***.** or 13% of the Fixed Price budget line.

F-3.3.5 Conditions of Fixed Rate Payment for Child Care Services are below:

F-3.3.5.1 Unit of Service. A month of Child Care Service Administration provided for tasks outlined in Section C-1.24 and reported in RSDS. Child Care Service Administration include expenses incurred by the Provider in order to administer Subsidized Child Care Services and shall not exceed the amounts in the **EXHIBIT F3 – SERVICE UNIT RATE TABLE**.

F-3.4 Cost Reimbursement. The Department will reimburse the Provider for allowable expenditures incurred pursuant to the terms of the Contract, up to a total amount as outlined in the table below.

Total Cost Reimbursement Amount	
Category	Cost Reimbursement Budget Amount
[Contract Period, Year One]	\$***,***.**
[Contract Period, Year Two]	\$***,***.**
[Contract Period, Year Three]	\$***,***.**
Total Cost Reimbursement Amount	
	\$***,***.**

F-3.4.1 Invoice Requirements. The Provider shall submit all reimbursement requests for services or expenses in sufficient detail for a pre-audit and post-audit. The Provider shall request reimbursement for actual allowable expenditures made within the limits of the line item budget through the submission of a properly completed invoice (**EXHIBIT F4**) and page-numbered supporting documentation to the Department’s Contract Manager, or designee.

F-4 Supporting Documentation Requirements.

F-4.1 Fixed Rate. RS will produce the official fixed rate invoice reports and supporting documentation the first (1st) day following the submission deadline for the previous period’s data. The Provider shall request payment for each period through the submission of a properly completed invoice (**EXHIBIT F4 – INVOICE**) based on the official fixed rate invoice report produced by RS, which includes a client list and a number of service units rendered list. Although the Provider is not required to submit the invoice with supporting documentation of actual payment of expenses, the Department reserves the right to request verification of expenses at any time. Consequently, the Provider shall ensure expenses are verifiable by maintaining receipts and copies of cancelled checks to support all program expenses.

F-4.2 Cost Reimbursement.

F-4.2.1 Supportive Services. Receipts documenting actual payment of supportive service expenses are required to be maintained by the Provider for all expenses incurred (e.g., bus passes and bus pass distribution, testing, tuition, books, tools, uniforms, recertification, subsidized child care costs, etc.). Sufficient documentation and

proof of payment are required for all expenses of this nature. These documents shall be made available upon request for purposes of audit, invoice review and/or inspection by authorized representatives of the Department, Auditor General, or DFS.

- F-4.2.2 CET Services.** The Provider shall maintain records of all agreements between the Provider and the vocational training vendor, STT vendor, and/or the employer participating in OJT. Supporting documentation for Vocational and STT shall include the names (or unique identifiers) of clients receiving training dates of training, payments/receipts sufficient for an audit trail documenting service provision. Purchases made from outside vendors shall be supported by paid invoices and/or receipts and copies of canceled checks if available. Supporting documentation for OJT shall include the names (or unique identifiers) of clients receiving OJT, the dates of training, the hourly wage, the amount to be reimbursed to the employer and the intention of the employer to hire the client upon completion of training. The Provider shall maintain time sheets or a time log of hours the client worked and wages received by the client (pay-stub), verification of reimbursement to the employer and verification that the client obtained unsubsidized employment with the employer providing the training.
- F-4.2.3 Self-Employment Assistance Documentation.** The Provider shall maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) on which services were provided, sufficient for an audit trail documenting services provision. Purchases made from outside vendors shall be supported by paid invoices, receipts and copies of canceled checks if available.
- F-4.2.4 Service Delivery Documentation.** The Provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) on which services were provided, so that an audit trail documenting service provision is available.
- F-4.2.5 DFS.** DFS reserves the right to require further documentation on an as needed basis.
- F-4.2.6** RS reserves the right to request additional information from the Provider regarding invoice supporting documentation.

F-5 Invoice Schedule.

- F-5.1 Fixed Rate/Cost Reimbursement.** The Provider shall submit a properly completed invoice for service units and expenses no later than the 20th of each month following the month of service provision. For fixed rate invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the Department's Contract Manager within 90 calendar days of the month of service provision. For cost reimbursement invoices, for supplemental invoices to be reviewed and approved for payment they must be received by the Department's Contract Manager within 90 calendar days of payment of actual costs by the provider or services being rendered, whichever date is later. If the Provider encounters events beyond their control or other extenuating circumstances in meeting invoice deadlines, the Provider shall submit a written request for an extension to the Contract Manager detailing the circumstances. The Department has sole discretion on whether to grant such a request. The final invoice is due 45 days after the Contract ends or is terminated. Charges on the invoice must be accompanied by supporting documentation.
- F-6 Invoice Approval Process.** The RS Contract Manager will have five (5) business days to approve or disapprove the invoice. Invoices will be approved only after receipt of the complete and accurate required reports and data as outlined in **EXHIBIT C5**. Once approved, the Department will pay the invoice in accordance with Section 215.422, F.S.
- F-7 Budget Revisions.** Budget revisions may be authorized under the terms of this Contract. The Provider must obtain written approval from the Department's Contract Manager prior to making changes in or between line items of the approved Contract budget summary. Such changes may be allowed by prior letter of approval if the following conditions are met:
- F-7.1** The change does not decrease or increase the original dollar amount of the Contract budget;
 - F-7.2** There is another line item in the budget from which funds can be shifted without affecting the scope of the work;
 - F-7.3** The change does not involve establishing a new line item; and

F-7.4 If financial consequences are applied to an invoice, a budget revision (**EXHIBIT F5**) will be required to account for the penalties assessed. Budget revisions which do not meet the above conditions will require a properly executed contract amendment signed by the Provider and the Department. Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.

F-8 Cumulative Actual Expenditure Report. The Provider shall submit a cumulative actual expenditure report (as specified in **EXHIBIT F6**) to the Department’s Contract Manager, or designee, 45 days following the end of each quarter. The cumulative actual expenditure report shall reflect for each service component:

F-8.1 Line item actual expenditures incurred during the quarter;

F-8.2 Sufficient line item detail by line item (e.g. include actual expenditures under the Personnel line item); and

F-8.3 Line item expenditure projections for the remaining quarter(s).

The Department reserves the right to request reimbursement for payments issued to the Provider that exceed actual expenditures that cannot be reasonably justified through these expenditure reconciliation reports.

Although payment is based on unit rates, this Contract is funded by a Federal grant and Contract payments must ultimately be based on actual costs. If the cumulative actual expenditure report indicates that payments were made to the Provider in excess of the actual costs of providing Contracted services, the Provider may be directed to return funds to the Department.

F-9 Annual Actual Expenditure Report. Should the Provider’s annual actual expenditure report for each Contract budget year indicate that payments were made to the Provider in excess of the actual costs of providing Contracted services for that Contract budget year, the Provider shall refund the difference to the Department in accordance with Section 3.5., Overpayments and Offsets, in the Standard Contract. During the final year of the Contract, the Department reserves the right to request quarterly or monthly expenditure reports to monitor the relationship of fixed-rate payments to actual costs. If, in the Department’s sole determination, there appears a potential for payments being made to the Provider in excess of the actual costs of providing Contracted services for that final Contract year, the Department may require refunds of such excess as frequently as quarterly.

F-10 Appropriation Data. This Contract is funded by the following FY 2019-2020 Appropriation Line Item 351.

EXHIBIT F1 – ADDITIONAL FINANCIAL CONSEQUENCES

The following financial consequences apply in addition to the Financial Consequences provided in Section 6.1 of this Contract.

F1-1. Financial Consequences. For the period [start of contract period] – [end of contract period], the Provider shall be assessed financial consequences in accordance with Section 6.1 of the Standard Contract, should the Provider fail to meet the minimum monthly level of service identified in **EXHIBIT D**. The Department shall apply financial consequences by reducing the monthly invoice by the cost per unit for each unmet unit as outlined in the table below.

Service Type	Deliverables	Financial Consequences for unmet units
Employment	Employment Verified Placement	\$**. ** per unmet unit
Adult Education	AE Clients in Attendance	\$**. ** per unmet unit
Legal Services	Legal Filing	\$**. ** per unmet unit
Youth Services	Youth Clients	\$**. ** per unmet unit

F1-2. Financial Consequences for future years shall be added via formal contract amendment.

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EXHIBIT F2 – PROJECT BUDGET SUMMARY

Appendix VIII

PROJECT BUDGET SUMMARY				
PROVIDER NAME:	Provider Name	TYPE OF CONTRACT:	FPI/CR	
CONTRACT #	Contract Number	CONTRACT AMOUNT:	\$	-
CONTRACT PERIOD:	Contract Period Start Date – Contract Period End Date	CONTRACT MANAGER:	Contract Manager Name	
BUDGET PERIOD:	Contract Budget Start Date – Budget Period End Date	No. of Months in Budget Period	**	
Personnel				Est. Total
A. Personnel			\$	-
B. Fringe Benefits			\$	-
C. Other Personnel Services (OPS)			\$	-
D. Background Checks			\$	-
Personnel Costs Total			\$	-
Travel				Est. Total
E. Staff Travel/Training			\$	-
F. Client Transportation				
Travel Costs Total			\$	-
Expense				Est. Total
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. Office Equipment			\$	-
10. Security Services			\$	-
H. Rental Use of Space			\$	-
I. Rental Equipment			\$	-
J. Insurance			\$	-
K. Advertising/Outreach			\$	-
L. Information Resource Technology			\$	-
M. Subcontracted Services			\$	-
N. Subcontracted Client Services			\$	-
O. Emergency Housing Assistance				
P. Child Care Services				
Q. Client Education & Training Tools				
R. Fixed Price Services				
Expense Cost Total			\$	-
Direct Costs				Est. Total
S. Operating Capitol Outlay (>\$1,000.00)			\$	-
T. Indirect Costs (less OCO)			\$	-
Direct Cost Total			\$	-
Total Contract Budget			\$	-
Total Contract Budget Rounded to the Nearest Whole Dollar			\$	-

EXHIBIT F2 – PROJECT BUDGET SUMMARY (cont.)

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C. OTHER PERSONNEL SERVICES (OPS)					
Position	Salary/Wages	Hours	Months/ Weeks	% on Proj.	Total
					\$ -
Other Personnel Services (OPS) Total					\$ -
NARRATIVE:					
D. BACKGROUND CHECKS					
Description	Type	# of Units	Unit Cost	Total	
					\$ -
Background Checks Total					\$ -
NARRATIVE:					
E. STAFF TRAVEL & TRAINING ITEM					
Mileage	Est. Unit Cost	Est Miles per Month	Months	Total	
					\$ -
NARRATIVE:					
Travel and Training	Est. Unit Cost	Est. # of Units/Days	Est. Persons (FTE's)	Trips	Total
					\$ -
Subtotal Conference/Meeting Travel and Training					\$ -
Staff Travel & Training Total					\$ -
NARRATIVE:					
F. CLIENT TRANSPORTATION					
Description	Expense Type	Est. Unit Cost	Est. # of Units per Month	Months	Total
					\$ -
Client Transportation Expense Total					\$ -
NARRATIVE:					
G. OFFICE EXPENSES					
1. Utilities					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					\$ -
Utilities Estimated Total					\$ -
NARRATIVE:					
2. Telephone					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					\$ -
Telephone Estimated Total					\$ -
NARRATIVE:					
3. Postage/Shipping					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					\$ -
Postage/Shipping Estimated Total					\$ -
NARRATIVE:					

EXHIBIT F2 – PROJECT BUDGET SUMMARY (cont.)

4. Copies/Printing							
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total		
					\$	-	
Copies/Printing Estimated Total						\$	-
NARRATIVE:							
5. Office Supplies							
Description	Est. Unit Cost/Month	Est. # of Units	# of Months	% to Project	Total		
					\$	-	
Office Supplies Estimated Total						\$	-
NARRATIVE:							
6. Janitorial Supplies and Services							
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total		
					\$	-	
Janitorial Supplies Estimated Total						\$	-
NARRATIVE:							
7. Building Maintenance/Repair							
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total		
					\$	-	
Building Maintenance/Repair Estimated Total						\$	-
NARRATIVE:							
8. Equipment Repair							
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total		
					\$	-	
Equipment Repair Estimated Total						\$	-
NARRATIVE:							
9. Office Equipment							
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total		
					\$	-	
Office Equipment Estimated Total						\$	-
NARRATIVE:							
10. Security Services							
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total		
					\$	-	
Security Services Estimated Total						\$	-
NARRATIVE:							
						\$	-

EXHIBIT F2 – PROJECT BUDGET SUMMARY (cont.)

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9. Office Equipment					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					\$ -
Office Equipment Estimated Total					\$ -
NARRATIVE:					
10. Security Services					
Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					\$ -
Security Services Estimated Total					\$ -
NARRATIVE:					
H. RENTAL OF USE OF SPACE					
Address of Rental or Use of Space	Est. Price per Square Foot/Unit	Est. Total Square Footage/Units	# of Months	% to Project	Total
					\$ -
Rental or Use of Space Estimated Total					\$ -
NARRATIVE:					
I. RENTAL EQUIPMENT					
Rental Equipment	Unit Cost	# of Units	# of Months	% to Project	Total
					\$ -
Rental Equipment Estimated Total					\$ -
NARRATIVE:					
J. INSURANCE					
Insurance Type	Unit Cost	# of Units	# of Months	% to Project	Total
					\$ -
Insurance Estimated Total					\$ -
NARRATIVE:					
K. ADVERTISING/OUTREACH					
Advertising Expense Item	Est. Unit Cost	# of Units/ Months	% to Project	Total	
				\$ -	
Advertising/Outreach Estimated Total				\$ -	
NARRATIVE:					
L. INFORMATION RESOURCE TECHNOLOGY					
IRT Expense Description	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total
					\$ -
IRT Estimated Total					\$ -
NARRATIVE:					
M. SUBCONTRACTED SERVICES					
Subcontracted Services	Est. Unit Cost	# of Months/Units	% to Project	Total	
				\$ -	
Subcontracted Services Estimated Total				\$ -	
NARRATIVE:					

EXHIBIT F2 – PROJECT BUDGET SUMMARY (cont.)

N. SUBCONTACTED CLIENT SERVICES							
Item or Service	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total		
					\$	-	
Subcontracted Client Services						\$	-
NARRATIVE:							
O. EMERGENCY HOUSING							
Item or Service	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total		
					\$	-	
Emergency Housing						\$	-
NARRATIVE:							
P. CHILD CARE SERVICES							
Item or Service	Est. Unit Cost	Est. # of Units	# of Months	% to Project	Total		
					\$	-	
Child Care Services						\$	-
NARRATIVE:							
Q. CLIENT EDUCATIONAL AND TRAINING SERVICES							
Item or Service	Est. Unit Cost	Est.# of Units	Est.# of Months	% to Project	Total		
1. Vocational Training							
					\$	-	
1. Vocational Training						\$	-
2. Youth Tutoring							
					\$	-	
2. Youth Tutoring						\$	-
3. Employment Placement Support Services							
					\$	-	
3. Employment Placement Support Services						\$	-
Client Education and Training Tools Estimated Total						\$	-
NARRATIVE:							
R. FIXED PRICE SERVICES							
FIXED RATE		Unit Cost	# of Units	% to Project	Total		
					\$	-	
Fixed Rate Estimated Total						\$	-
NARRATIVE:							
S. OPERATING CAPITOL OUTLAY (OCO >\$1,000.00)							
OCO Expense Description		Est. Unit Cost	# of Units	% to Project	Total		
					\$	-	
OCO Estimated Total						\$	-
NARRATIVE:							
T. INDIRECT COSTS							
Total Operating Cost					\$	-	
Indirect Cost Rate (9.4 % of total operating costs)					0.0%	\$	
Indirect Costs Total (less OCO)						\$	-
NARRATIVE:							
TOTAL BUDGET AMOUNT						\$	-

EXHIBIT F3 – SERVICE UNIT RATE TABLE

Service Unit Table. For the period of [contract period start date] through [contract period end date].

Service Type/Unit Type	Unit Rate
Refugee Services Assessment and Referral	
Entry Assessment (upon enrollment in R&P, MG, CHEP)	\$**.**
Exit Assessment (at exit from R&P, MG, CHEP)	\$**.**
Walk-in Client Assessment (never served)	\$**.**
Follow-up Assessment (at 9 months)	\$**.**
Adult Education / English Language Training	
Enrollment	\$**.**
Pre-Test / Post-Test	\$**.**
Voucher Cost and Administration	\$**.**
Monthly Client Guidance and Retention Activities	\$**.**
Enrollment into Refugee-Specific	\$**.**
Literacy Completion Point (LCP) and/or Pass Payment	\$**.**
Case Coordination	
Monthly Case Coordination Services	\$**.**
Employment	
Enrollment (Intakes)	\$**.**
Verified Regular Job Placement 0-24 Months	\$**.**
Verified Regular Job Placement 25-60 Months	\$**.**
Verified Regular Placement during Career-Laddering Participation	\$**.**
Career-Laddering	
CL Assessment and CL Plan Development Completed per C-1.18.7.	\$**.**
Verified CL Job Placement in Field of Study	\$**.**
Legal	
Core Services	
Enrollment (Intakes)	\$**.**
Residency (I-485) Filed with DHS	\$**.**
Residency (I-485) Filed with DOJ	\$**.**
Naturalization (N-400) Filing	\$**.**
Asylum (I-589) with DHS; Filing	\$**.**
Asylum (I-589) with DOJ; Filing	\$**.**
Motion to Terminate; Filing	\$**.**

Motion to Change Venue; Filing	\$**.**
Motion to Continue; Filing	\$**.**
Disability Waiver (N-648); Filing	\$**.**
Initial (1st) Work Permits (I-765); Filing ≤10 months from DOE	\$**.**
Fee Waiver Request; Filing	\$**.**
Non-Core Services	
Work Permits (I-765); Filing >10 months from DOE	\$**.**
Parole Renewal; Filing	\$**.**
Request for Parole Card (I-94); Filing	\$**.**
Replace/Correct LPR Card (I-90); Filing	\$**.**
Special Immigrant Petition (I-360); Filing	\$**.**
Motion to Reopen/Reconsider; Filing	\$**.**
Residency Waiver (I-601); Filed w/ DHS	\$**.**
Residency Waiver (I-602); Filed w/ DHS	\$**.**
Freedom of Information Act Request; Filing	\$**.**
Request for Evidence (RFE); Filing	\$**.**
Other Cases/Filings as Approved by RS; Filing	\$**.**
Mentoring Services	
Mentoring Service Hours	\$**.**
Tiered Case Management	
Tier 1 Case Management Hour (billed at 15m increments)	\$**.**
Tier 2 Case Management Hour (billed at 15m increments)	\$**.**
Tier 3 Case Management Hour (billed at 15m increments)	\$**.**
Youth Pathway	
Enrollment	\$**.**
Academic Assessment/Testing	\$**.**
Career Assessment	\$**.**
Monthly Follow-up/Plan Review	\$**.**
Promotion/Graduation – Annual	\$**.**
Quarterly Benchmark Met	\$**.**
All Benchmarks Met/Plan Completed	\$**.**

EXHIBIT F5 – BUDGET REVISION

Provider name:		REV #:	
Address:		Contract #:	
		Date	
BUDGET REVISION WORKSHEET			
LINE ITEMS	ORIGINAL AMOUNT	REVISIONS	REVISED BUDGET
Personnel			
Fringe Benefits			
OPS			
Background Checks			
Staff Travel & Training			
Client Transportation			
Utilities			
Telephone			
Postage/Shipping			
Copies/Printing			
Office Supplies			
Janitorial Supplies			
Building Maintenance & Repair			
Equipment Repair			
Office Equipment			
Rental Use of Space			
Rental Equipment			
Insurance			
Advertising/Outreach			
Client Education and Training Tools	\$0.00		\$0.00
Information Resourse Technology			
Subcontracted Services			
Subcontracted Client Services			
Financial Audit			
Operating Capitol Outlay			
Indirect Costs	\$0.00		\$0.00
	\$0.00	\$0.00	\$0.00
Contract Manager Approval		Date	

EXHIBIT F6 – ACTUAL EXPENDITURE REPORT

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Quarterly/Annual Actual Expenditure Report

Provider:					Contract No.:								
Period Ending:					Fiscal Year:								
Service:					Quarter:								
	Contract		Quarter 1		Quarter 2		Quarter 3		Quarter 4		YTD		Remaining
	Budget	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Totals	% Total	Budget
Personnel Category													
A. Personnel	-		-		-		-		-		-		-
B. Fringe Benefits	-		-		-		-		-		-		-
C. Other Personnel Services (OPS)	-		-		-		-		-		-		-
D. Background Checks	-		-		-		-		-		-		-
Totals	-		-		-		-		-		-		-
Travel Category													
E. Staff Travel & Training	-		-		-		-		-		-		-
F. Client Transportation	-		-		-		-		-		-		-
Totals	-		-		-		-		-		-		-
Expense Category													
G. Office Expenses													
1. Telephone	-		-		-		-		-		-		-
2. Postage/Shipping	-		-		-		-		-		-		-
3. Copies/Printing	-		-		-		-		-		-		-
4. Office Supplies	-		-		-		-		-		-		-
5. Janitorial Supplies	-		-		-		-		-		-		-
6. Equipment Repair	-		-		-		-		-		-		-
7. Office Equipment	-		-		-		-		-		-		-
Totals	-		-		-		-		-		-		-
Expense Category Cont.													
H. Rental Use of Space	-		-		-		-		-		-		-
I. Rental Equipment	-		-		-		-		-		-		-
J. Insurance	-		-		-		-		-		-		-
K. Advertising/Outreach	-		-		-		-		-		-		-
L. Membership Fee/Subscriptions	-		-		-		-		-		-		-
M. Subcontracted Services	-		-		-		-		-		-		-
N. Subcontracted Client Services	-		-		-		-		-		-		-
O. Emergency Housing	-		-		-		-		-		-		-
P. Child Care Services	-		-		-		-		-		-		-
Q. Client Educational and Training Services	-		-		-		-		-		-		-
R. Fixed Price Services	-		-		-		-		-		-		-
Totals	-		-		-		-		-		-		-
Indirect Costs Category													
S. Operating Capitol Outlay (>1,000)	-		-		-		-		-		-		-
T. Indirect Costs (less OCO)	-		-		-		-		-		-		-
Totals	-		-		-		-		-		-		-
Grand Totals	-		-		-		-		-		-		-
Contract Expenditures:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Draw-Down:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Surplus/Deficit:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Amount to be Refunded (if applicable):			\$0.00	*	*Amount to be refunded is in accordance with Section 3.4 Overpayments in the Standard Integrated Contract.								

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.

 Provider Signature
 CP Standard Contract 2019
 Part 2 of 2

 Date

EXHIBIT F6 – ACTUAL EXPENDITURE REPORT

DRAFT

Quarterly/Annual Actual Expenditure Report

Provider: _____			Contract No.: _____																
Period Ending: _____			Fiscal Year: _____																
Service: _____			Quarter: _____																
	Contract		Employment		Vocational Srv		Legal		Adult Education		Youth		Case Coordination		Child Care		YTD		Remaining
	Budget	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Totals	% Total	Budget
Personnel Category																			
A. Personnel																	-	-	-
B. Fringe Benefits																	-	-	-
C. Other Personnel Services (OPS)																	-	-	-
D. Background Checks																	-	-	-
Totals	-		-		-		-		-		-		-		-		-	-	-
Travel Category																			
E. Staff Travel & Training																	-	-	-
F. Client Transportation																	-	-	-
Totals	-		-		-		-		-		-		-		-		-	-	-
Expense Category																			
G. Office Expenses																			
1. Telephone																	-	-	-
2. Postage/Shipping																	-	-	-
3. Copies/Printing																	-	-	-
4. Office Supplies																	-	-	-
5. Janitorial Supplies																	-	-	-
6. Equipment Repair																	-	-	-
7. Office Equipment																	-	-	-
Totals	-		-		-		-		-		-		-		-		-	-	-
Expense Category Cont.																			
H. Rental Use of Space																	-	-	-
I. Rental Equipment																	-	-	-
J. Insurance																	-	-	-
K. Advertising/Outreach																	-	-	-
L. Membership Fee/Subscriptions																	-	-	-
M. Subcontracted Services																	-	-	-
N. Subcontracted Client Services																	-	-	-
O. Emergency Housing																	-	-	-
P. Child Care Services																	-	-	-
Q. Client Educational and Training Services																	-	-	-
R. Fixed Price Services																	-	-	-
Totals	-		-		-		-		-		-		-		-		-	-	-
Indirect Costs Category																			
S. Operating Capitol Outlay (>1,000)																	-	-	-
T. Indirect Costs (less OCO)																	-	-	-
Totals	-		-		-		-		-		-		-		-		-	-	-
Grand Totals	-		-		-		-		-		-		-		-		-	-	-
Contract Expenditures:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Contract Draw-Down:																			\$0.00
Contract Surplus/Deficit:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Amount to be Refunded (if applicable):			\$0.00 *		\$0.00 *		\$0.00 *		\$0.00 *		\$0.00 *		\$0.00 *		\$0.00 *		\$0.00 *		\$0.00 *

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.

Provider Signature _____

Date _____

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. Department's Contract Manager for this Contract (1 copy)

Contract Manager Name
1317 Winewood Boulevard
Tallahassee, FL 32399
Email address: [contract manager email address]

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

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
Email address: HQW.IG.Single.Audit@myffamilies.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:

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

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.

DRAFT

**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;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent Contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

Appendix VIII

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

- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

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

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

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

- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
- 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
 - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
 - 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
- 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 - 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
 - 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
 - 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.